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 12, 2025, beginning at 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

1. **CALL MEETING TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action Regarding the Designation of Ten Nonbusiness Days for Public Information Act Requests as per House Bill 3033
Item Submitted: Johnathan Ball, Legal Counsel

Dr. René Gutiérrez, Superintendent

B) Discussion and Possible Action on the Advanced Course List for the University Interscholastic League "No Pass, No Play" Rules for 2025-2026
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

Dr. René Gutiérrez, Superintendent

C) Discussion and Possible Action on Interlocal Cooperation Contract No. 2026-054 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action of Interlocal Agreement No. 2026-069 Dual Credit Program for McAllen High School, McAllen Memorial High School, and James

"Nikki" Rowe High School with South Texas College
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

Dr. René Gutiérrez, Superintendent

E) Discussion and Possible Action on Interlocal Agreement No. 2026-073 Dual Credit Program for Achieve Early College High School with South Texas College
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

Dr. René Gutiérrez, Superintendent

F) Discussion and Possible Action on Industry Training Agreement No. 2026-101 CyberPatriot Summer Camps with South Texas College
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

Dr. René Gutiérrez, Superintendent

G) Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 6)
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Dr. René Gutiérrez, Superintendent

H) Discussion and Possible Action on Memorandum of Understanding No. 2026-097 Early Childhood Intervention Program with Easter Seals Rio Grande Valley
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

Dr. René Gutiérrez, Superintendent

I) Discussion and Possible Action on Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 4)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent

J) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 15)
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

K) Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 18)
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

L) Report Regarding Interlocal Agreement No. 2025-094 Medicaid Administrative Claiming Program with The Health and Human Services Commission
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

M) Discussion and Possible Action on Final Payment to BridgeNet Communications on Contract No. 2024-373 Dr. Rodney D. Cathey Middle School Fire Alarm Upgrade
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

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

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

1. Report Regarding a New Initiative for the 18+ Student Program
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

Dr. René Gutiérrez, Superintendent

2. Report Regarding the Advanced Placement (AP), the International Baccalaureate (IB), and the Dual Enrollment Programs
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

Dr. René Gutiérrez, Superintendent

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

1. Discussion and Possible Action of the 2025-2026 Texas Teacher Evaluation and Support System (T-TESS) Calendar
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action of the 2025-2026 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action of McAllen ISD Policy FNCE (Local) Student Conduct; Personal Communication Devices/Electronic Devices (Second Reading)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action of the 2025-2026 Student Code of Conduct
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent

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

1. Report Regarding the 2025 Anticipated Collection Rate and 2024 Excess Debt Tax Collections
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

2. Report Regarding Taxes Collected for April through June 2025
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

3. Report Regarding the Delinquent Tax Collections for the Period of April 1, 2025 to June 30, 2025
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

4. Report Regarding Facilities Needs Assessment
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

5. Report Regarding Interlocal Cooperative Agreement No. 2020-002 Texas Association of School Board (TASB) Purchasing Cooperative Buyboard
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action of a Resolution Authorizing Designated District Officials to Open and Maintain Bank Accounts with Lone Star National Bank
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

7. Discussion and Possible Action of a Resolution Authorizing Designated District Officials as Signatories on Bank Accounts with Lone Star National Bank
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

8. Discussion and Possible Action on the Resolution of the Board Regarding Review of the Investment Policy CDA Local
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Dr. René Gutiérrez, Superintendent

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

Dr. René Gutiérrez, Superintendent

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

Dr. René Gutiérrez, Superintendent

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

1. Approval of Board of Education Meeting Minutes:

- Regular Board Meeting June 24, 2025
- Special Board Meeting July 30, 2025
- Board Workshop July 31, 2025

2. Discussion and Possible Action of Travel for Board of Trustees

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

A) Report Regarding Superintendent Authority to Hire Professional Staff from June 24 – August 11, 2025

B) Human Resources Recommendation(s) for School Year 2025-2026

C) Discussion of Human Resources Employee Resignation(s) and Retirees for School

Year 2024-2025

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

E) Discussion of Recommendation for Principal at McAllen Memorial High School for 2025-2026

F) Discussion Regarding School Safety and Security

G) Pending and/or Potential Litigation

H) Possible Real Estate Acquisition

8. **RECONVENE IN OPEN SESSION**

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

A) Report Regarding Superintendent Authority to Hire Professional Staff from June 24 – August 11, 2025

Dr. René Gutiérrez, Superintendent

B) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2025-2026
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent

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

Dr. René Gutiérrez, Superintendent

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

Dr. René Gutiérrez, Superintendent

E) Discussion and Possible Action of Recommendation for Principal at McAllen Memorial High School for 2025-2026
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent

F) Discussion Regarding School Safety and Security

G) Pending and/or Potential Litigation

H) Possible Real Estate Acquisition

10. **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 7, 2025 by 4:00 P.M.
Natalia Goza, on behalf of the Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

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

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

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

Administration recommends the following nonbusiness days be excluded for the purposes of processing Public Information Act requests:
-2026 January 2; March 19 and 20; June 29 and 30; July 1,2, and 3; and December 22 and 23

LEGAL REVIEW:
Johnathan Ball - McAllen ISD Staff Attorney

BUDGETARY CONSIDERATIONS:

Not Applicable

RECOMMENDED BOARD ACTION:

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

Attachment: ☐

SUBMITTED BY: JOHNATHAN BALL (Jul 14, 2025 11:17 CDT)

SUPERVISOR: _____

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

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 14, 2025 17:29 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Approval of the Advanced Course List for University Interscholastic League "No Pass, No Play" Rules for the 2025-2026

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, otehr advanced courses approved by the board, 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.
3) College courses not for high school credit or core college dual enrollment courses solely taught by S.T.C., U.T.R.G.V., U.T.R.G.V. Collegiate Academy or other collegiate staff who are not McAllen ISD teachers are exempt from FM (Local).

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION: That the MISD Board of Trustees approve the Advanced Course List for UIL "No Pass No Play" Exemption for 2025-2026.

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos (Aug 7, 2025 10:42:39 CDT)

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 7, 2025 11:46:15 CDT)

Superintendent of Schools

2025-2026
Advanced Course List for UIL
"No Pass-No Play"

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

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

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

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

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

Dual Enrollment Courses

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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action of Interlocal Cooperation Contract No. 2026-054 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 has 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. 2026-054 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program for a term of nine (9) months, beginning August 25, 2025 through June 30, 2026.

Attachment: ☑

SUBMITTED BY: Norma Cabrera (Aug 6, 2025 10:25:24 CDT)

SUPERVISOR: Rosalba De Hoyos (Aug 6, 2025 14:07:54 CDT)

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, 2025 15:53:59 CDT)

Superintendent of Schools

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective August 25, 2025 ("**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 (2025-2026) 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 22 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

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 Supervisor and/or 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.

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2025-2026.

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
Email: rene.gutierrez@mcallenisd.net
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
1201 W University Dr.
Edinburg, TX 78539
Email: griselda.castilla@utrgv.edu
Attention: Griselda Castilla, VP for Strategic Enrollment and Student Affairs

with copy to: University of Texas Rio Grande Valley
1201 W University Drive, ESSBL 3.104
Edinburg, Texas 78539
Email: alex.valdez@utrgv.edu
Attention: Alex Valdez, Chief Procurement Officer

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
Attention: Dr. Rene Gutierrez

with copy to: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
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 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: Aaron D. Rivera

Title: Board of Trustees President

Date: _____

PERFORMING PARTY:

University of Texas Rio Grande Valley

By: _____

Name: Griselda Castilla

Title: Vice President for Strategic Enrollment and Student Affairs

Date: _____

By: _____

Name: Alex Valdez

Title: Chief Procurement Officer

Date: _____

APPROVED AS TO FORM:
By: _____
Johnathan Ball, Staff Attorney

Signature: JOHNATHAN BALL (Aug 4, 2025 14:25:46 CDT)
Email: johnathan.ball@mcallenisd.net

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action of Interlocal Agreement No. 2026-069 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 2025-2026 School Year were $130,211.48. 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. 2026-069 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 18, 2025 through August 18, 2026.

Attachment: ☐

SUBMITTED BY: Norma Cabrera (Aug 6, 2025 10:24:51 CDT)

SUPERVISOR: Rosalba De Hoyos (Aug 6, 2025 14:08:10 CDT)

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, 2025 15:55:53 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 4, 2025

Dr. Rene Gutierrez
Superintendent
McAllen ISD

Dear Dr. Gutierrez,

For over 25 years, 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 2025-2026 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 18, 2025 to August 18, 2026, 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 regard 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 https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit B for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 12 of this document.

STC Board Approved
May 27, 2025

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.***

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*** which 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 Digital 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 Scheduling and 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*
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;
- 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 the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and
- 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 to participate in high school activities or 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 on Dual Credit Programs - Distance Learning Security Measures can be accessed at the following link: https://www.southtexascollege.edu/dual/dual-policies.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, along with

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 2025 and Spring 2026: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2026: 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*.**

ix. Dual Credit Policies

This IA is subject to the following policies:

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

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

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

iv. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

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/manuals.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/timelines.html

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark 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 TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

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 also disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program on the College's dual credit website.

c) *Non-Degree Seeking*

For the academic year, participating districts may choose to pilot the non-degree seeking option at high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

d) *Degree seeking Course Load*

Degree seeking 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 Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee. The Dual Credit Programs is subject to all applicable College policies and procedures.

e) *Non-S Section Enrollment*

Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved to enroll in a non-dual credit 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 non-dual credit section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee table.

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 "Non-S" section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

f) *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.

g) *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.

h) *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.

h) *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***.

i) *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*** and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a 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 the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student 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 complaint at the following link: https://www.southtexascollege.edu/report/index.html.

j) 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

k) *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.

l) 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 2025-2026.*** 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 2025-2026***, 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 8, 2025 (Fall semester), January 9, 2026 (Spring semester), May 22, 2026 (Summer I/III semester), and June 19, 2026 (Summer II semester), 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/manuals.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 Valley Promise 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.

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 College's 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 (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.

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:

iii. 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.

iv. 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.

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) PREGNANT AND PARENTING SERVICES

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S

Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

11) 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.

12) NOTIFICATION OF NON—COMPLIANCE AND TERMINATION OF AGREEMENT

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 _____20____.

Dr. Ricardo J. Solis
President
South Texas College

Dr. Rene Gutierrez Superintendent
McAllen ISD

Chairman, Board of Trustees
South Texas College

Aaron D. Rivera President, Board of Trustees
McAllen ISD

Approved as to form:

by: JOHNATHAN BALL (Aug 4, 2025 14:25:31 CDT)
Johnathan Ball Staff Attorney

EXHIBIT A

DUAL CREDIT STUDENTS
SPONSORED BY PARTNERING SCHOOL DISTRICTS
Tuition and Fees
FOR FY 2025-2026

	Board Approved FY 2023-2024	Board Approved FY 2024-2025	Board Approved FY 2025-2026
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)	0.00	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 27, 2025

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 Title IX Coordinator.

The School District Liaison contact information is as follows:

School District Name: McAllen ISD

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

Liaison's Name: Dr. Connie Camacho

Position Title: Human Resources Director

Contact Phone Number: 956-618-6005

Email: consuelo.camacho@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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2026-073 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") create environments that empower students seek higher education. The dual credit program increases students' options; meet the needs of the industry; and enhance 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 2024-2025 school year were $113,867.00. 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. 2026-073 Dual Credit Program for Achieve Early College High School with South Texas College for a period of one (1) year, beginning August 18, 2025, to August 18, 2026.

Attachment: ☑

SUBMITTED BY: Norma Cabrera (Aug 6, 2025 11:32:44 CDT)

SUPERVISOR: Rosalba De Hoyos (Aug 6, 2025 14:07:35 CDT)

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, 2025 15:53:14 CDT)

Superintendent of Schools

SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College
McAllen ISD - 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 18, 2025 to August 18, 2026, 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 academic 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 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

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 St. 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;
- 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 the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) 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.***

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 2025-2026***.

d) Eligibility of Students for Financial Assistance

Early College High School students are eligible for financial assistance for courses taken outside of the course offerings at **Early College High School**. Tuition is waived when students enroll in dual credit "S" section courses within their selected degree plans. Dual Credit "S" section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance learning courses. Enrollment in courses outside of the student's selected degree plan is prohibited by the College.

e) 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 8, 2025 (Fall semester), January 9, 2026 (Spring semester), May 22, 2026 (Summer I/III semester), and June 19, 2026 (Summer II semester), a Late Dual Credit Section Cancellation Fee will be assessed.

f) 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 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **Early College High School** students will receive an academic 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, along with 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 2025 and Spring 2026: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2026: 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***

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

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

iv. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

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/manuals.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 benchmark 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 TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

b) *Non-Degree Seeking*

For the academic year, participating districts may choose to pilot the non-degree seeking option at high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

c) *Degree seeking Course Load*

Degree seeking 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 Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee. The Dual Credit Programs is subject to all applicable College policies and procedures.

d) *Non-S Section Enrollment*

Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved to enroll in a non-dual credit 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 non-dual credit section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee table.

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 “Non-S” section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

e) *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.

f) *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.

g) *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 Texas Higher Education Coordinating Board (THECB).

h) 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.

i) 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.

j) 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.

k) 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.

l) 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.

m) 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.

n) 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.

o) 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.

p) 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

q) *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*** and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a 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 the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student 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 complaint 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 regard 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 https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (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.

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) PREGNANT AND PARENTING SERVICES

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S
Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

13) 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.***

14) 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.

15) 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.

16) 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 _____, 2025.

Dr. Ricardo J. Solis
President
South Texas College

Dr. Rene Gutierrez Superintendent
McAllen ISD

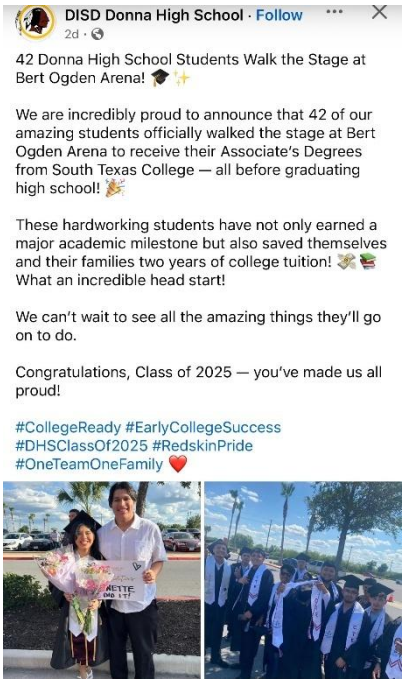
Chairman, Board of Trustees
South Texas College

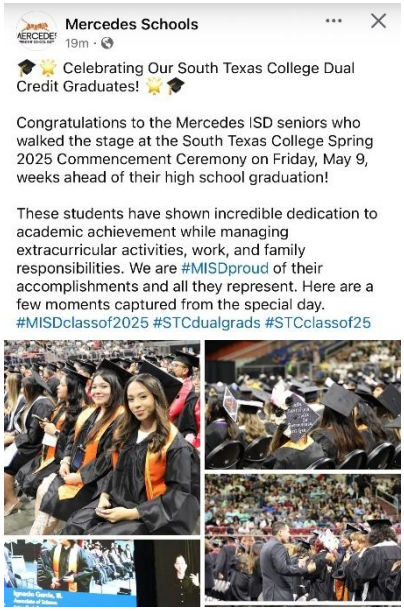
Aaron D. Rivera President,
Board of Trustees School District

Approved as to form:

by: JOHNATHAN BALL (Aug 6, 2025 08:03:00 CDT)
Johnathan Ball Staff Attorney

Exhibit A
Sample Recognition





BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Industry Training Agreement No. 2026-101 CyberPatriot Summer Camps with South Texas College

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In May 2025, the Board of Trustees authorized an agreement with South Texas College ("STC") for middle and high school students to attend the summer CyberPatriot Camps ("Camps") with free tuition based on select requirements. Six (6) students did not qualify for free tuition based on age requirements.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Camps, offered by STC in partnership with Advanced Academic Services, were held at STC from June 9 through June 12, 2025 and June 16 through June 19, 2025. The District is responsible for the tuition cost of $85.00 per participant.

LEGAL REVIEW:

The agreement has been approved by legal.

BUDGETARY CONSIDERATIONS:

Funds have been budgeted through Advanced Academic Services and Gifted and Talented Funds. The total program participation cost is $510.00.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Industry Training Agreement No. 2026-101 CyberPatriot Summer Camps with South Texas College in the amount of $510.00.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Rosalba De Hoyos (Aug 6, 2025 14:08:37 CDT)

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 (Aug 6, 2025 15:56:46 CDT)

Superintendent of Schools

INDUSTRY TRAINING AGREEMENT
South Texas College

This **Industry Training Agreement** ("Agreement") is made and entered into as of the 14th day of April, 2025 (the "Effective Date") and is by and between **SOUTH TEXAS COLLEGE** ("**STC"**), an institution of higher education authorized by the laws and Constitution of the State of Texas, and **MCALLEN INDEPENDENT SCHOOL DISTRICT** ("**ISD**"), a Texas Public School District.

WHEREAS, the ISD requires training and educational services, as more fully described in **Attachment "A,"** and STC has the expertise, resources, personnel, and experience required to provide such services;

WHEREAS, this Agreement is of mutual interest and benefit to STC and the ISD;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the ISD and STC (sometimes collectively referred to herein as the "Parties") agree as follows:

1. Services and Fees

a. During the term of this Agreement, STC shall provide training services to the ISD as set forth in **Attachment "A"** (the "Services") which is incorporated herein by reference. The Services may be modified, reduced or expanded with the advance written consent of the Parties. If there is any conflict between the terms and conditions of the Services described in **Attachment "A"** and those contained in the body of this Agreement, the terms of the Agreement shall control.

b. The ISD shall pay STC for the Services in accordance with the terms and conditions set forth in **Attachment "A."**

2. STC's Responsibilities and Representations

a. STC represents that all persons connected with STC who are directly in charge of providing the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

b. STC represents that to the best of its actual knowledge, as a result of providing the Services, there are no conflicts of interest between the Client and any other person or entity for whom STC is providing or has provided training services. If, during the course of this Agreement, STC becomes aware of facts that constitute or may reasonably lead to a conflict of interest, STC shall promptly notify the ISD.

c. Except as may be expressly set forth in **Attachment "A**," STC represents that its performance does not depend on the acquisition of rights from any third party and that the conveyance of any deliverables described as part of the Services will not knowingly infringe on the intellectual property rights of any third party.

d. STC shall: i) designate an administrator to oversee and administer STC's performance of the Services; ii) provide one or more qualified trainers, training materials and equipment appropriate for the Services; iii) assume full responsibility for complying with the requirements of the U.S. Copyright Act with respect to any training materials provided by STC in connection with providing the Services; iv) ensure that any facilities that will be used for the Services will be open and ready for use on the date(s) and time(s) specified for the Services, if the Services will take place at STC; and v) provide certificates of completion for the participants who complete the training requirements as outlined in the Services.

3. ISD's Responsibilities and Representations

a. The ISD shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC; and iii) make all required payments to STC within 30 days of receipt of the invoice.

b. If the ISD fails to make any payment as required by this Agreement, the Client agrees to indemnify STC for all costs and expenses incurred by STC in its efforts to collect all amounts due including, but not limited to, court filing fees, litigation expenses, attorneys' fees, and any bank fees.

4. Default and Termination

a. If a party breaches this Agreement, the other party may, so long as such party has not caused the breach, terminate this Agreement upon ten (10) days written notice describing the details of the breach. The termination shall, however, not be effective if the breach is fully cured prior to the end of the ten-day period.

b. STC or ISD may for any reason, or no reason, terminate this Agreement at any time upon giving thirty (30) days advance written notice to the other party. If either party terminates this Agreement for convenience, it shall have no liability to the other party of any kind other than refunding any sums paid for any services that were not performed.

c. The ISD acknowledges and agrees that by providing the Services, STC is not making any representation or warranty concerning the Client's future performance or success and that STC is not responsible in any way for the operation of the Client's business.

d. If STC breaches its obligations under this Agreement, the Client's sole and exclusive remedy will be limited to, at STC's option, the correction or replacement of any of the Services or to the repayment of the portion of the compensation paid by the ISD corresponding to the non-conforming Services. STC shall not be liable to the ISD for any other damages, either special, direct, indirect, incidental, consequential or otherwise, and in no event shall the liability of STC exceed the total amount paid by the Client under this Agreement.

e. Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

5. Miscellaneous

a. The relationship created by this Agreement shall be that of independent contractor. Nothing in this Agreement shall be read to make the employees or agents of either party an employee or an agent of the other.

b. This Agreement constitutes all representations, oral and written, of the work to be performed, replaces all previous agreements, and constitutes the entire agreement between the Parties; this Agreement may be modified only in writing, signed by each party, after reasonable notice.

c. The Client agrees that STC may use the Client's business name in the promotion of training services.

d. As a public community college of the state of Texas, STC is immune from actions in tort, except those arising from the use of a motor vehicle. Nothing in this Agreement shall be interpreted to constitute a waiver of this immunity by STC or an agreement by the Parties to indemnify or hold each other harmless except as provided for in Section 3.b.

e. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the Parties, as the case may be.

f. STC, as part of an institution of higher education and recipient of federal and state funding, is subject to federal and state civil rights laws and regulations prohibiting it from discriminating on the basis of race, ethnicity, gender, creed, age, disability or Veterans status in any program or activity of STC. This Agreement, and the Services offered pursuant to this Agreement, are subject to the provisions of those laws and regulations, and the ISD agrees that it will cooperate in any civil rights investigation conducted by STC or any external agency regarding the Services or STC's performance of this Agreement.

g. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Each party submits to the exclusive jurisdiction of the courts located in Hidalgo County, Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

h. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party. STC shall not subcontract, either directly or indirectly, any of its responsibilities hereunder without the prior written consent of the ISD.

IN WITNESS WHEREOF, South Texas College and the Client have executed and delivered this Agreement as of the date first above written.

(STC) SOUTH TEXAS COLLEGE:

By: _____
Dr. Ricardo J. Solis
President

By: _____
Dr. Anahid Petrosian
Vice President & Provost

By: _____
Olivia de la Rosa
Dean

MCALLEN INDEPENDENT SCHOOL DISTRICT:

By: _____
Aaron D. Rivera
Board President

Approved as to form:
by: JOHNATHAN BALL (Aug 5, 2025 17:05:34 CDT)
Johnathan Ball, Staff Attorney

Type of Funding: *Federal __ (if Federal funds, CFDA _____); State __; Local __; Private __*

Upon the execution of this Agreement, please return both copies in the envelope provided for your convenience. When all signatures are obtained, one fully executed original will be returned for your records.

ATTACHMENT A
SERVICES AND COSTS

South Texas College will provide a Cyber Patriot Advance Camp to McAllen ISD students.

Course Name:	Cyber Patriot – Advanced Camp
Total No. of Hours:	20
Administrator Responsible:	Xenia Munoz – Program Developer & Coordinator xmunoz@southtexascollege.edu Ext: 1679
Company Contact:	Karen Nitsch – Director Advanced Academic Services Karen.nitsch@mcallenisd.org 956-618-6059
Company Billing Address:	2185 N. Broadway Street, McAllen Tx 78501
Dates:	June 16th – 19th, 2025: (6 students)
Time:	12:00pm - 5:00pm
Location:	Pecan Campus – Building M, 1.146
No. of Participants:	6
Total per Participant:	$85.00 per participant
Total Due:	**$510.00**

The minimum cost per group for 6 or fewer students shall remain at $510.00 as the “Recovery of Cost” in order for STC to complete training for all remaining participants. Additional participants will be charged at the rate of $85.00 per participant.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 6)

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 special education equipment, supplies, 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-six (56) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Seven hundred thirty-two (732) vendors were invited to submit proposals, and twenty-three (23) vendors responded, including six (6) no-bid responses, one (1) previously awarded with changes, and one (1) non-responsive. 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 fifteen (15) companies listed on the attached list be approved as qualified vendors, for a total of seventy-one (71) 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. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 6), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028.

Attachment: ☑

SUBMITTED BY: Maribelle Elizondo (Aug 6, 2025 10:39:04 CDT)

SUPERVISOR: Jeanette Nino (Aug 6, 2025 12:24:02 CDT)

SUPERVISOR: Rosalba De Hoyos (Aug 6, 2025 14:06:54 CDT)

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 6, 2025 15:50:27 CDT)

Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2025-1016
Special Education Equipment, Supplies, and Related Products and Services (Round 6)

No.	Vendor Name	City	State	Recommendation
1	Ace Therapy Services LLC	Houston	TX	Qualified
2	Bjorem Speech Publications, LLC	Castle Rock	CO	Qualified
3	Discount School Supply (Earlychildhood LLC)	Monterey	CA	Qualified
4	Elite Learning Solutions	San Antonio	TX	Qualified
5	Eunice Peralez, DBA Prosper Rehabilitation Services, PLLC	San Benito	TX	Qualified
6	Firefly Professional Service Providers LLC	Dallas	TX	Qualified
7	LAF Sign Language Solutions (K12 Sign Language Solutions LLC)	Wilmington	NC	Qualified
8	Lighthouse Therapy School Services, Inc.	Corpus Christi	TX	Qualified
9	MP Healthcare Medical Supply (Procare Mobility and Medical Supply)	San Antonio	TX	Qualified
10	Peter Pan Speech Therapy (Broadscope Holdings, LLC)	Dallas	TX	Qualified
11	Preferred Healthcare Registry Inc	San Diego	CA	Qualified
12	REALLY GOOD STUFF, LLC.	Shelton	CT	Qualified
13	Ruth Ann Cardoza, LSSP & Behavioral Specialist	Mission	TX	Qualified
14	Sunbelt Staffing LLC	Oldsmar	FL	Qualified
15	Tobii Dynavox LLC	Pittsburgh	PA	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2026-097 Early Childhood Intervention Program with Easter Seals Rio Grande Valley

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

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

LEGAL REVIEW:

The memorandum of understanding has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2026-097 Early Childhood Intervention Program with Easter Seals Rio Grande Valley, commencing on September 1, 2025 through August 31, 2026.

Attachment: ☑

SUBMITTED BY: Liza Lara (Aug 6, 2025 14:32:58 CDT)

SUPERVISOR: Jeanette Nino (Aug 6, 2025 18:10:18 CDT)

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

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2025 08:02:48 CDT)

Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

Easter Seals Rio Grande Valley
and
McAllen ISD

2025-2026

I. Overview

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

II. Purpose

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

III. Terms of Agreement

This Memorandum will be effective for the 2025-2026 fiscal year (September 1, 2025 through August 31, 2026); and may be expanded, modified, or amended, as needed, at any time by the unanimous consent of the signatory agencies.

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

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

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

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

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

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

V. Transition Process

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

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

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

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

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

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

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

VI. Signatures:

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

On behalf of McAllen Independent School District (LEA).

	Aaron D. Rivera	President, Board of Trustees	
Signature	*Printed Name*	*Title*	*Date*

	Dr. Elizabeth Kittleman	Secretary, Board of Trustees	
Signature	*Printed Name*	*Title*	*Date*

Approved as to form

by: JOHNATHAN BALL (Aug 5, 2025 15:20:05 CDT)

Johnathan Ball, Staff Attorney

On behalf of Easter Seals Rio Grande Valley:

Patricia Rosenlund	Patricia Rosenlund	Executive Director	7-22-25
Signature	*Printed Name*	*Title*	*Date*

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

Attachment: Definitions:

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

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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 4)

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 athletic equipment, supplies, reconditioning services, 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. Thirty-seven (37) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Five hundred ten (510) vendors were invited to submit proposals, and thirteen (13) vendors responded, including five (5) no-bid responses and three (3) previously awarded with no changes. The evaluation committee, comprised of Brian McClenny, Director of Athletics; Lorena Lopez, Assistant Director of Athletics; 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 five (5) companies listed on the attached list for Round 4 be approved as qualified vendors, for a total of forty-two (42) 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. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 4), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028.

Attachment: ☑

SUBMITTED BY: Brian McClenny (Aug 4, 2025 11:46:10 CDT)

SUPERVISOR: Alberto Canales (Aug 6, 2025 07:48:45 CDT)

For further information contact:
Name: Mr. Brian McClenny, Director of Athletics
Office: (956) 618-6089
eMail: bmcclenn@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2025 10:10:17 CDT)

Superintendent of Schools

RECOMMENDED VENDORS

Request for Proposal No. 2025-1019

Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 4)

No.	Vendor Name	City	State	Recommendation
1	A. BARGAS AND ASSOCIATES, LLC	San Antonio	TX	Qualified
2	America Team Sports (America Team Sports LLC)	Richardson	TX	Qualified
3	Bench Daddy LLC	McKinney	TX	Qualified
4	Wynnpro, LLC dba PMX Promaxima	HOUSTON	TX	Qualified
5	Richard Parker (5 Stones Creative dba The Design Lab)	Richardson	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 15)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for apparel, awards, incentives, printing, and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/ Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. Ninety-six (96) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Four hundred six (406) vendors were invited to submit proposals, and eleven (11) vendors responded, including four (4) no-bid responses, one (1) non-responsive, and four (4) 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 two (2) companies listed on the attached list be approved as qualified vendors, for a total of ninety-eight (98) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

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

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 15), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 5, 2025 14:28:06 CDT)

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

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2025 10:11:41 CDT)

Superintendent of Schools

RECOMMENDED VENDORS

Request for Proposal ("RFP") 2024-1021

Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 15)

No.	Responding Supplier	City	State	Recommendation
1	eQuipo Sports, LLC DBA Meleesa Designs	Boerne	TX	Qualified
2	Smart Print Creations LLC	JACKSONVILLE	FL	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 18)

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 Professional Development, Site Licenses, Supplemental Materials, & Other 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. Two hundred twenty (220) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

One thousand and forty-three (1043) vendors were invited to submit proposals, and twenty-six (26) vendors responded, including nine (9) no-bid responses, and three (3) previously awarded vendor. The evaluation committee, comprised of 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 fourteen (14) companies listed on the attached list be awarded as qualified vendors, for a total of two hundred thirty-four (234) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these services have been budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 18), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 5, 2025 14:30:11 CDT)

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

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2025 10:12:53 CDT)

Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2024-1020
Professional Development, Site Licenses, Supplemental Materials, &
Other Related Products and Services (Round 18)

NO.	VENDOR NAME	CITY	STATE	RECOMMENDATION
1	AI ED Consultants, LLC(Kay F. Solomon)	Lithia Springs	GA	Qualified
2	Macmillan Holdings, LLC. (MPS, c/o Bedford, Freeman & Worth Publishing Goup LLC)	Palatine	IL	Qualified
3	Bound to Stay Bound Books, Inc.	Jacksonvile	IL	Qualified
4	Dr. B. Global, LLC (Maria Angelica Benavides)	Houston	TX	Qualified
5	East West Discovery Press LLC	Manhattan Beacl	CA	Qualified
6	EPS Learning (ESP Operations, LLC)	Chicago	IL	Qualified
7	Frog Street Press, LLC	Southlake	TX	Qualified
8	GOAT Educators (Nicole Thompson)	Atlanta	GA	Qualified
9	Lead Educational Services(Lea Devers)	Argyle	TX	Qualified
10	Learning Ally, Inc.	Princeton	NJ	Qualified
11	Loving Guidance LLC (Conscious Discipline Holdings LLC)	Carol Stream	IL	Qualified
12	National Science Teaching Association	Richmond	VA	Qualified
13	Rhizome Learning Solutions (Jacqueline Choudhry)	Mesa	AZ	Qualified
14	Russell's Educational Consulting (Hazel Russell)	Fort Worth	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Report Regarding Interlocal Agreement No. 2025-094 Medicaid Administrative Claiming Program with The Health and Human Services Commission

REFERENCE: Goal 1 – Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Medicaid Administrative Claiming Services ("MAC Program") Program, which has been operating in Texas since 1995, is the cost-based reimbursement methodology utilized to draw down federal matching funds for activities that facilitate Medicaid-eligible client access to medically necessary Medicaid-funded services. Texas Health and Human Services Commission ("HHSC") awards grants to eligible entities that include Early Childhood Intervention Programs, Independent School Districts, Charter Schools, Local Health Districts, Mental Health Mental Retardation/Intellectual or Developmental Disabilities Authorities, and Aging and Disability Resource Centers, to implement MAC Program services throughout Texas.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The agreement allows the McAllen Independent School District an opportunity to obtain reimbursement for certain cost related to health administrative activities that support the Medicaid Program.

LEGAL REVIEW:

Agreement was approved by legal counsel.

BUDGETARY CONSIDERATIONS:

For the 2024 federal fiscal year, the District received reimbursements totaling $90,725.

RECOMMENDED BOARD ACTION:

The Report Regarding Interlocal Agreement No. 2025-094 Medicaid Administrative Claiming Program with The Health and Human Services Commission is submitted for information purposes only, no action is required.

Attachment: ☑

SUBMITTED BY: Dyanira Diaz

SUPERVISOR: JOEL GARCIA (Aug 4, 2025 11:43:24 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 4, 2025 11:50:29 CDT)

For further information contact:
Name: Mrs. Dyanira Diaz, Director of Accounting
Office: (956) 632-8403
eMail: Dyanira.Farias@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 15:14:20 CDT)

Superintendent of Schools

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

SIGNATURE DOCUMENT FOR TEXAS HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT, CONTRACT NO. HHS000537900358 UNDER THE MEDICAID ADMINISTRATIVE CLAIMING PROGRAM

The parties to this agreement ("Grant Agreement" or "Contract") are the Texas Health and Human Services Commission ("HHSC" or "System Agency"), a pass-through entity, and McAllen ISD ("Grantee"), having its principal office at 2000 N. 23rd street, McAllen, TX, 78501 (each a "Party" and collectively the "Parties").

I. PURPOSE

The purpose of this Grant Agreement is to assist HHSC in providing effective and timely access to care for Medicaid-eligible clients and their families, more appropriate utilization of Medicaid covered services, and to promote activities that reduce the risk of poor health outcomes for the state's most vulnerable populations.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to 42 U.S.C § 1396b; 2 C.F.R. pt. 200, subpts. E and F; 45 C.F.R. pt. 75, subpts. E and F; 1 Texas Administrative Code pt. 15, ch. 355, subch. J, div. 5, § 355.8095; and authorized by and in compliance with Texas Government Code ch. 531.

III. DURATION

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement and expires on **September 30, 2029**, unless extended or terminated pursuant to the terms and conditions of this Grant Agreement.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days' advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State for up to twelve months, in one-month intervals, at the then-current contracted rate or rates (if applicable) as modified during the term of this Grant Agreement.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The Statement of Services to be Provided to which Grantee is bound under the Medicaid Administrative Claiming Services ("MAC Program") is included as **Attachment A** and incorporated into and made a part of this Grant Agreement.

V. PAYMENT FOR SERVICES PROVIDED

A. All reimbursements under this Grant Agreement are limited to the adopted rate established pursuant to the approved HHSC Time Study and Medicaid Administrative Claiming

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Guide, and will be made in accordance with **Attachment B, Payment for Services Provided**. This Grant Agreement is funded through a match of Federal and State funds.

B. HHSC acknowledges that the Grantee may have provided authorized services related to the MAC Program prior to the effective date of this Grant Agreement. MAC Program services performed by the Grantee between October 1, 2024, and the effective date of this Grant Agreement are ratified and incorporated in this Grant Agreement as of the effective date of this Grant Agreement. For purposes of Chapter 2251 of the Texas Government Code, if applicable, the services are deemed submitted and received on the effective date of this Grant Agreement and the Grantee's submittal of a correct invoice

C. **Indirect Cost Rate**: The Grantee's acknowledged or approved Indirect Cost Rate ("**ICR**") and the ICR Letter are attached to this Contract and incorporated as **Attachment H**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs under this Contract.

D. If HHSC approves or acknowledges an updated indirect cost rate, this Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

VI. REPORTING REQUIREMENTS

Grantee shall submit all reports in compliance with the requirements in **Attachments A and B**. The Grantee shall submit the reports within the timeframes listed below, as may be modified or revised in the MAC Financial Participation Guide ("MAC Financial Guide"). The MAC Financial Guide is available online and can be accessed at: https://pfd.hhs.texas.gov/sites/rad/files/documents/2022/mac-part-guide-mhdd.pdf.

The MAC Financial Participation Guide may be modified or revised by HHSC at any time. HHSC will provide written notice of modifications or revisions to the Grantee's designated Representative in **Section VII** below. Any modifications or revisions will be deemed incorporated into this Agreement effective upon the date the notice is posted on the MAC Program website. The reports are as follows:

Report	Frequency	Due Date
Quarterly Participation Data	On or before the 5th day following the close of each Federal fiscal quarter	October 5th January 5th April 5th July 5th
Financial Expenditure Data – Quarterly	On or before the 5th day following the close of each Federal fiscal quarter	October 5th January 5th April 5th July 5th

VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

provided for or permitted to be given under this Grant Agreement on behalf of their respective party.

System Agency	**Grantee**
Juan Coy, CTCM	Dr. Rene Gutierrez
Health and Human Services Commission	Superintendent
701 West 51st Street; Mail Code W-359	2000 N. 23rd street
Austin, Texas 78751	McAllen, Texas 78501
(512) 438-3430	(956) 657-6027
CAPM_MACContracts@hhs.texas.gov	Rene.Gutierrez@mcallenisd.net

VIII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of this Grant Agreement, and be delivered to System Agency's Contract Representative identified above.

B. Grantee shall send legal notices to System Agency at the address below and email a copy to System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751

C. Notices given by System Agency to Grantee may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by the System Agency. Notices sent by mail shall be deemed delivered when deposited by System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by System Agency with a common carrier, overnight, signature required.

D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.

E. Either Party may change its Contract Representative or legal notice contact by providing written notice to the other Party.

IX. FEDERAL AWARD INFORMATION*

GRANTEE'S UNIQUE ENTITY IDENTIFIER] IS: JUFXAND8BUG9

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): 2505TX5ADM

A. Assistance Listings Title, Number, and Dollar Amount: **Medical Assistance Program, 93.778, and $801,454,882.00**
B. Federal Award Date: **October 1, 2024**
C. Federal Award Period: **October 1, 2024 – September 30, 2025**

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

D. Name of Federal Awarding Agency: **U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services**
E. Federal Award Project Description: **To provide financial assistance to States for payments of medical assistance on behalf of cash assistance recipients, children, pregnant women, and the aged who meet income and resource requirements, and other categorically-eligible groups.**
F. Awarding Official Contact Information: **Director, Division of Payment Management, 1-877-614-5533**
G. Total Amount of Federal Funds Awarded to HHSC: **$801,454,882.00**
H. Amount of Funds Awarded to Grantee: **This is cost reimbursement with no funding limit for eligible claims.**
Identification of Whether the Award is for Research and Development: **No**

**The Grantee acknowledges and agrees that this Grant Agreement may be executed with the prior year's Federal award information, and that HHSC will provide written notice to the Grantee of the updated Federal award and subaward information once made available by the Federal Awarding Agency. Updates will be deemed incorporated into this Grant Agreement as of the date of the notice.*

X. CONTRACT DOCUMENTS

In addition to this Signature Document, the following documents are incorporated by reference and made a part of this Grant Agreement for all purposes. Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity, or inconsistency between or among any documents, all HHSC documents take precedence over Grantee's documents, if any, and the HHS Data Use Agreement takes precedence over all other Grant Agreement documents.

ATTACHMENT A STATEMENT OF SERVICES TO BE PROVIDED
ATTACHMENT B PAYMENT FOR SERVICES PROVIDED
ATTACHMENT C HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.3
ATTACHMENT D HHS CONTRACT AFFIRMATIONS, VERSION 2.3
ATTACHMENT E HHS DATA USE AGREEMENT, GOVERNMENTAL ENTITY VERSION, VERSION 8.5, OCTOBER 23, 2019
ATTACHMENT F FEDERAL ASSURANCES FOR NON-CONSTRUCTION PROGRAMS
ATTACHMENT G FEDERAL CERTIFICATION REGARDING LOBBYING
ATTACHMENT H INDIRECT COST RATE LETTER
ATTACHMENT I FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM (HHS FORM 8040-A)

XI. MODIFICATIONS TO THE HHS UNIFORM TERMS AND CONDITIONS

The HHS Uniform Terms and Conditions – Grant, Version 3.3, incorporated as Attachment C of this Contract, are revised as follows:

A. Section 2.1, PROMPT PAYMENT, is deleted in its entirety and replaced with the following:

2.1 PAYMENT METHODS
Except as otherwise provided by the provisions of this Grant Agreement, the payment method will be one or more of the following:

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

a. Cost reimbursement. This payment method is based on requests for reimbursement of expenses Grantee has incurred at the time of the request. Claims for reimbursements must be submitted quarterly;
b. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports. This payment method will only be utilized with advance written approval by the System Agency; or
c. Advance payment. This payment method is based on disbursal of funds in advance at the request of Grantee based on projected expenses for covered services. This payment method requires Grantee to adopt appropriate safeguards to ensure payments do not exceed actual expenses and is subject to state and federal law. Payments will only be made with advance written approval by the System Agency.

B. **Section 2.4, BILLING,** is amended to read as follows:

Unless otherwise provided by the System Agency, Grantee shall submit quarterly requests for reimbursement of expenses Grantee has incurred. Additionally, Grantee shall submit a reimbursement request as a final close-out not later than 90 days following the end of the term of this Grant Agreement. Reimbursement or payment requests received in the System Agency's offices more than 90 days following the termination of this Grant Agreement may not be paid.

C. **Section 10.1, Subpart A, GENERAL INDEMNITY,** is amended to add at the beginning of the first sentence:

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS,

D. **Section 10.2, INTELLECTUAL PROPERTY,** is amended to add at the beginning of the first sentence:

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS,

E. **Section 10.3, subparts A and C, ADDITIONAL INDEMNITY PROVISIONS,** is amended to add at the beginning of the first sentence:

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS,

F. **Section 11.5, INSURANCE AND BONDS**, is amended to add a new paragraph at the end of the section as follows:

Notwithstanding the foregoing paragraphs, if Grantee is a governmental unit as defined by Texas Government Code ch. 2259, then nothing in this Grant Agreement should be construed to restrict the Grantee's right to self-insure in accordance with state law, or

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

purchase insurance through the Texas Association of Counties, Texas Municipal League, or a private insurance carrier.

G. Section 11.19, NO WAIVER OF SOVEREIGN IMMUNITY, is amended to add a new paragraph at the end of the section as follows:

Notwithstanding the foregoing paragraph, if Grantee is a governmental unit as defined by Texas Government Code ch. 2259, then nothing in this Grant Agreement should be construed to abrogate any rights or affirmative defenses available to Grantee under doctrines of sovereign and official immunity. Neither Party waives any privileges, rights, defenses, or immunities available to it by entering into this Grant Agreement or by its conduct prior to or subsequent to entering into this Grant Agreement.

XII. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,

CONTRACT NO. HHS00053790035

HEALTH AND HUMAN SERVICES COMMISSION

Signed by:
By: Michael Blood
CF1FB7600972464...

Michael Blood
Deputy Associate Commissioner
Contract Administration and Provider Monitoring
Medicaid and CHIP Services

Date of Execution: 06/13/2025

MCALLEN ISD

Signed by:
By: Dr. Rene Gutierrez
8826C2EB80E8465...

Dr. Rene Gutierrez
Superintendent

Date of Execution: 06/12/2025

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Statement of Services to be Provided

1. Program Background

The MAC Program, which has been operating in Texas since 1995, is the cost-based reimbursement methodology utilized to draw down federal matching funds for activities that facilitate Medicaid-eligible client access to medically necessary Medicaid-funded services. HHSC awards grants to eligible entities that include Early Childhood Intervention Programs, Independent School Districts, Charter Schools, Local Health Districts, Mental Health Mental Retardation/Intellectual or Developmental Disabilities Authorities, and Aging and Disability Resource Centers, to implement MAC Program services throughout Texas.

2. Grantee Responsibilities

To participate as a provider under this Grant Agreement, the Grantee must:

2.1 Ensure compliance with this Grant Agreement, including these Grantee requirements;

2.2 Ensure compliance with all applicable federal and state laws, rules, regulations, standards, guidelines, and policies in effect on the beginning date of this Grant Agreement unless amended, including, but not limited to, 2 C.F.R. pt. 200, subpts. E and F, and 45 C.F.R pt. 75, subpts. E and F;

2.3 Ensure compliance with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the MAC Program, included but not limited to, 1 Tex. Admin. Code ch. 355, subch. J, div. 5, § 355.8095. The foregoing rules in Texas Administrative Code Title 1 as they relate to the Program may be further modified, revised, and moved within their existing title or into Texas Administrative Code Title 26 during the term of this Grant Agreement. In the event of such modifications or moves, Grantee shall be required to comply with said rules;

2.4 Ensure compliance at all times with the current Time Study and Medicaid Administrative Claiming Guide ("MAC Guide"), as it may be modified or revised, that is available online and can currently be accessed at: https://pfd.hhs.texas.gov/time-study;

2.5 Stay informed and comply with any MAC Guide revisions by the effective date, which will be revised when deemed necessary by HHSC, and other HHSC published guides, appendices, policies, rules, guidelines, notices, or guidance letters, which may be found on the HHSC program webpage that is currently available online and can be accessed at: https://pfd.hhs.texas.gov/medicaid-administrative-claiming;

2.6 Comply with all requirements under the Texas Grant Management Standards ("TxGMS"), including any revisions to those standards. TxGMS is currently available online at: https://comptroller.texas.gov/purchasing/grant-management/. The Texas Comptroller of Public Accounts ("CPA"), from time to time and in its sole discretion, may revise the TxGMS and/or the online link provided in this subsection. Grantee is responsible for

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

contacting CPA at any time that Grantee is not able to access the online materials to request the updated link;

2.7 Spend the state general revenue, in an amount equal to the federal match claimed, for health-related services for clients in order to receive the federal match of actual and reasonable costs for Medicaid administration;

2.8 Attend all required state-sponsored trainings on an annual basis;

2.9 Submit participation data using the HHSC Standardized Time Study Medicaid Administrative Claiming Financial System (the "MAC Financial System") in adherence with the timeframes as set forth in **Section VI** of the Signature Document to this Grant Agreement;

2.10 All financial expenditure data must be submitted to HHSC via the MAC Financial System in adherence with the timeframes as set forth in **Section VI** of the Signature Document to this Grant Agreement;

2.11 Provide supporting documentation, when requested by HHSC, for any expenditure information included in the quarterly claims data Grantee submits to HHSC in the manner and timeframes set by HHSC. Grantee must respond within 30 days of HHSC's request; and

2.12 Maintain supporting documentation for and fully cooperate with any audit and be responsible for any related costs or necessary recoupments identified through an audit.

3. HHSC Responsibilities

3.1 HHSC will include the Grantee's expenditures for Medicaid administration in the claim it submits to the Centers for Medicare and Medicaid Services for Title XIX federal participation, if said claim is submitted in accordance with the timeframes set by HHSC;

3.2 HHSC will host random moment time study and MAC Financials training sessions yearly to educate Grantees and to authorize Grantee staff/representatives to enter and submit TS/MAC data via the MAC Financial System;

3.3 HHSC will provide guidance and technical support to Grantees as needed; and

3.4 HHSC will reimburse claims for Medicaid administration from the Grantee only if the Grantee has certified that sufficient funds are available to support the non-federal share of the cost of the claim. This Grant Agreement is subject to any additional restrictions, limitations, or conditions required by federal or state laws, rules, or regulations.

4. Performance Measures

HHSC will actively monitor Grantee's performance under this Grant Agreement including, but not limited to, the requirements as set forth in this Attachment. All services and deliverables under this Grant Agreement shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Attachment B

Payment for Services Provided

1. Basis for Calculating Reimbursable Costs

1.1 HHSC will pass through to the Grantee no less than 95% of the Title XIX federal share of actual and reasonable costs for Medicaid administration provided by its staff for Medicaid administrative activities under this Grant Agreement. HHSC reserves the right to retain 5% of the Title XIX federal share of actual and reasonable costs for said Medicaid administration for HHSC's own administrative costs. These costs shall be based upon a time accounting system, which is in accordance with the provisions of 2 C.F.R. pt. 200, subpts. E and F, and 45 C.F.R. pt. 75, subpts. E and F, and the expense and equipment costs necessary to collect data, disseminate information, and carry out the staff functions.

1.2 The rate of reimbursement for allowable administrative activities performed by personnel other than skilled professional medical personnel ("SPMP") shall be 50% of such costs. *See*, 42 C.F.R. §§432.2 and 432.50. The rate of reimbursement for activities qualifying under regulations applying to SPMP and their direct supporting clerical staff shall be 75% of such costs for activities identified as "enhanced" or 50% for activities identified as "non-enhanced." Categories of costs eligible for 75% reimbursement include the following items only: compensation and applicable fringe benefits, and travel and training of SPMP and their direct supporting clerical staff.

1.3 Changes in federal regulations affecting the matching percentage or costs eligible for enhanced or administrative match that become effective subsequent to the execution of this Grant Agreement shall be incorporated herein via formal Contract amendment.

2. Availability of Funds

This Grant Agreement is contingent upon the availability of sufficient and adequate funds as stated in **Section 3.1** of the HHS Uniform Terms and Conditions, which is attached as **Attachment C** and incorporated herein.

(Remainder of Page Intentionally Left Blank)

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Attachment C

HHS Uniform Terms and Conditions – Grant

TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 6
1.1 DEFINITIONS 6
1.2 INTERPRETIVE PROVISIONS 7
ARTICLE II. PAYMENT PROVISIONS 8
2.1 PROMPT PAYMENT 8
2.2 TAXES 8
2.3 ANCILLARY AND TRAVEL EXPENSES 8
2.4 BILLING 9
2.5 USE OF FUNDS 9
2.6 USE FOR MATCH PROHIBITED 9
2.7 PROGRAM INCOME 9
2.8 NONSUPPLANTING 9
2.9 INDIRECT COST RATES 9
ARTICLE III. STATE AND FEDERAL FUNDING 10
3.1 EXCESS OBLIGATIONS PROHIBITED 10
3.2 NO DEBT AGAINST THE STATE 10
3.3 DEBTS AND DELINQUENCIES 10
3.4 REFUNDS AND OVERPAYMENTS 10
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS 10
4.1 ALLOWABLE COSTS 10
4.2 AUDITS AND FINANCIAL STATEMENTS 11
4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS 11
ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 12
5.1 WARRANTY 12
5.2 GENERAL AFFIRMATIONS 12
5.3 FEDERAL ASSURANCES 12
5.4 FEDERAL CERTIFICATIONS 12
5.5 STATE ASSURANCES 12
ARTICLE VI. INTELLECTUAL PROPERTY 13
6.1 OWNERSHIP OF WORK PRODUCT 13
6.2 GRANTEE'S PRE-EXISTING WORKS 13
6.3 THIRD PARTY IP 14

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS 14
6.5 DELIVERY UPON TERMINATION OR EXPIRATION 14
6.6 SURVIVAL 14
6.7 SYSTEM AGENCY DATA 14
ARTICLE VII. PROPERTY 15
7.1 USE OF STATE PROPERTY 15
7.2 DAMAGE TO STATE PROPERTY 15
7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT 15
7.4 EQUIPMENT AND PROPERTY 16
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY 16
8.1 RECORD MAINTENANCE AND RETENTION 16
8.2 AGENCY'S RIGHT TO AUDIT 17
8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS 17
8.4 STATE AUDITOR'S RIGHT TO AUDIT 18
8.5 CONFIDENTIALITY 18
ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES 18
9.1 REMEDIES 18
9.2 TERMINATION FOR CONVENIENCE 19
9.3 TERMINATION FOR CAUSE 19
9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS 19
9.5 INHERENTLY RELIGIOUS ACTIVITIES 20
9.6 POLITICAL ACTIVITIES 20
ARTICLE X. INDEMNITY 20
10.1 GENERAL INDEMNITY 20
10.2 INTELLECTUAL PROPERTY 21
10.3 ADDITIONAL INDEMNITY PROVISIONS 21
ARTICLE XI. GENERAL PROVISIONS 21
11.1 AMENDMENTS 21
11.2 NO QUANTITY GUARANTEES 21
11.3 CHILD ABUSE REPORTING REQUIREMENTS 22
11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS 22
11.5 INSURANCE AND BONDS 22

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

11.6 LIMITATION ON AUTHORITY 23
11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS 23
11.8 SUBCONTRACTORS 23
11.9 PERMITTING AND LICENSURE 23
11.10 INDEPENDENT CONTRACTOR 24
11.11 GOVERNING LAW AND VENUE 24
11.12 SEVERABILITY 24
11.13 SURVIVABILITY 24
11.14 FORCE MAJEURE 24
11.15 NO IMPLIED WAIVER OF PROVISIONS 25
11.16 FUNDING DISCLAIMERS AND LABELING 25
11.17 MEDIA RELEASES 25
11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS 25
11.19 SOVEREIGN IMMUNITY 25
11.20 ENTIRE CONTRACT AND MODIFICATION 26
11.21 COUNTERPARTS 26
11.22 PROPER AUTHORITY 26
11.23 E-VERIFY PROGRAM 26
11.24 CIVIL RIGHTS 26
11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS 27
11.26 DISCLOSURE OF LITIGATION 27
11.27 NO THIRD PARTY BENEFICIARIES 28
11.28 BINDING EFFECT 28

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

2.4 Billing

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 Use of Funds

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 Use for Match Prohibited

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 Program Income

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 Indirect Cost Rates

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

D. Grantee shall make System Agency Data available to System Agency, including to

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.

B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.

D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:

i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.

B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

7.4 Equipment and Property

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.

B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.

C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, and Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.

D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.

E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:

i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
iv. suspending all or part of the Grant Agreement;
v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
vi. recouping payments made by the System Agency to the Grantee found to be in error;
vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

obtained;

ix. withholding release of new grant agreements; and

x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 Termination for Convenience

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 Termination for Cause

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. Indemnity

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

AGREEMENT.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. **THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
ii. **ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
iii. **SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 Additional Indemnity Provisions

A. **GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
B. **THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
C. **GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
   i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
   ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
   iii. Applying to all employees and visitors in this designated area; and
   iv. Providing for or referring its employees to tobacco use cessation services.
B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 Change in Laws and Compliance with Laws

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 Subcontractors

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

11.10 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 Severability

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 Survivability

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

11.15 No Implied Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 Funding Disclaimers and Labeling

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 Prohibition on Non-Compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 Counterparts

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 Proper Authority

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

Remainder Of Page Intentionally Left Blank

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Attachment D

HEALTH AND HUMAN SERVICES
CONTRACT AFFIRMATIONS

(Version 2.3, Effective August 2023)

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

   Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Authorized representative on behalf of Contractor must complete and sign the following:

McAllen ISD
Legal Name of Contractor
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Dr. Rene Gutierrez	**Superintendent**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
2000 N. 23rd street	**McAllen, TX, 78501**
Physical Street Address	**City, State, Zip Code**
2000 N. 23rd street	**McAllen, TX, 78501**
Mailing Address, if different	**City, State, Zip Code**
(956) 657-6027	
Phone Number	**Fax Number**
Rene.Gutierrez@mcallenisd.net	**UEI is required now**
Email Address	**DUNS Number**
746001658	**17460016581**
Federal Employer Identification Number	**Texas Payee ID No. – 11 digits**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
JUFXAND8BUG9	
SAM.gov Unique Entity Identifier (UEI)	

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Attachment E

HHS Data Use Agreement with Security and Privacy Inquiry Form
(Governmental Entity Version)

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"**Authorized Purpose**" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.
"**Authorized User**" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"**Breach**" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"**Confidential Information**" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"**Destroy**", "**Destruction**", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"**Discover, Discovery**" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

"**Legally Authorized Representative**" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"**Required by Law**" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"**Subcontractor**" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"**Workforce**" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:
a. The date the Breach occurred;

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

_____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	SUBCONTRACTOR
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE _____, 201 . __	DATE: _____

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

DUA Attachment 2--
Security and Privacy Initial Inquiry

Completed SPI is included in the executed contract packet.

(Remainder of Page Intentionally Left Blank)

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Attachment F

Federal Assurances for Non-Construction Programs

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Superintendent
APPLICANT ORGANIZATION	DATE SUBMITTED
McAllen ISD	

Standard Form 424B (Rev. 7-97) Back

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Attachment G

Federal Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	McAllen ISD
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: Middle Name:
* Last Name:	Dr. Rene Gutierrez Suffix:
* Title:	Superintendent
* SIGNATURE:	* DATE:

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Attachment H

Indirect Cost Rate Letter

TEXAS
Health and Human Services

Cecile Erwin Young
Executive Commissioner

September 12, 2024

Dyanira Diaz
McAllen ISD
2000 N. 23rd street
McAllen, TX 78501-6126
dyanira.farias@mcallenisd.net

Re: Indirect Cost Rate Acknowledgement
Texas Identification Number (TIN):17460016581

Greetings:

Thank you for your submission of the Indirect Cost Rate Questionnaire and related documentation for review and consideration by Texas Health and Human Services (HHS). The aforementioned documents have been reviewed using the criteria established by HHS and Title 2 Code of Federal Regulation (CFR), § 200.414, Indirect (F&A) Costs.

HHS acknowledges the attached Indirect Cost Rate(s) agreement issued by Texas Education Agency.

Note to Government Commissions (Regional Planning Commissions, Councils of Government, etc.): Title 12 of the Texas Local Government Code §391.0115(e) limits your organization's indirect costs to 15% or less of your organization's total expenditures. It is your responsibility to ensure that indirect costs do not exceed 15% of total expenditures regardless of the approved indirect cost rate.

Acknowledgement of the rate(s) is based on the condition that the information provided by your organization is accurate. When there are changes to your acknowledged rate(s), you must notify HHS Indirect Cost Rate Group via the Landing Page for Subrecipients. Select "Upload Additional Documents" from the drop-down menu and choose the appropriate document type. Failure to notify HHS may result in subsequent cost disallowance.

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Enclosed is the approved indirect cost rate agreement that is associated with this rate acknowledgement.

Your organization's next annual indirect cost rate proposal is therefore due to be submitted promptly to your cognizant agency no later than: the date specified on the Texas Education Agency website.

When you receive the updated agreement, please submit a soft copy to us by uploading via the Landing Page for Subrecipients.

If you have any questions, submit a Technical Assistance request via the Landing Page for Subrecipients. You may also email us at IndirectCostRateGroup@hhs.texas.gov

Sincerely,

Digitally signed by Ariana Torres
Date: 2024.09.12 16:08:18 -05'00'

Ariana Torres | Manager
Indirect Cost Rate Group
Health and Human Services Commission
4601 W. Guadalupe Street | Austin, Texas 78751-4316
Office: (737) 867-7138
Ariana.Torres@hhs.texas.gov

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Texas Education Agency

Commissioner Mike Morath

1701 North Congress Avenue • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • tea.texas.gov

June 3, 2024

108906
MCALLEN ISD

Subject: School Year 2024–2025 (Fiscal Year 2025) Local Educational Agency Approved Indirect Cost Rates

To the Administrator:

TEA's Federal Fiscal Compliance and Reporting (FFCR) Division reviews, approves, and negotiates indirect cost rates for local educational agencies (LEAs). The approved indirect cost rate allows the LEA to recover indirect costs incurred in the administration of federal grants.

As the cognizant agency for your LEA, TEA has approved your restricted and unrestricted indirect cost rates for school year 2024–2025. The restricted rate is used for grant programs covered by a supplement, not supplant provision. The unrestricted rate is used for grant programs without such a provision. (You can find detailed information on the supplement, not supplant provision in the *Supplement, Not Supplant Handbook*, posted in the "Related Content" section of the ESSA Program Compliance page of our website.)

The following rates for school year 2024–2025 are effective July 1, 2024, through June 30, 2025:

Rate Type	Rate
Restricted Indirect Cost Rate	4.968%
Unrestricted Indirect Cost Rate	10.638%

Please forward a copy of this indirect cost rate notification to your business office/manager, federal fund coordinators, and administrators.

If you have any questions related to the indirect cost rates, please contact the FFCR Division at Compliance@tea.texas.gov.

Sincerely,

James Connolly, Senior Director
Federal Fiscal Compliance and Reporting Division

Docusign Envelope ID: 6DF63CC8-456D-49BA-B6EA-FDE717CE968D

Federal Funding Accountability and Transparency Act (FFATA) Form

TEXAS Health and Human Services

Form 8040-A
August 2022-E

Federal Funding Accountability and Transparency Act (FFATA)
Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note:** If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

○ Yes – Skip questions A, B and C and continue to section D. ◉ No – Answer questions A and B.

A. Certification Regarding Percent of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

○ Yes ◉ No – Skip question C.

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

◉ Yes ○ No – Skip question C.

If your answer is **Yes** to both questions A and B, you must answer question C.

If your answer is **No** to either question A or B, skip question C and continue to section D.

C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

○ Yes ○ No – Provide the names and total compensation of the top five highly compensated officers/senior executives.

Name of Officer or Senior Executive	Total Compensation
1.	
2.	
3.	
4.	
5.	

D. Signatures

As the duly authorized representative (signer) of the contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Rene Gutierrez
Signature of Authorized Representative

9/4/24
Date

Printed Name of Authorized Representative	Title of Authorized Representative
Dr. Rene Gutierrez	Superintendent
Legal Name of Contractor	Unique Entity Identifier
	JUFXAND8BUG9
Applicable HHSC Contract No.(s):	

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Final Payment to BridgeNet Communications on Contract No. 2024-373 Dr. Rodney D. Cathey Middle School Fire Alarm Upgrade

REFERENCE: Goal 3: Facility Priorities, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On April 22, 2024, the Board of Trustees approved the Competitive Sealed Proposal No. 2024-1043 Dr. Rodney D. Cathey Middle School Fire Alarm Upgrade and awarded BridgeNet Communications.

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 $307,696.89. Funds for this project were available through Fund 620 - Maintenance Tax Note (MTN).

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to BridgeNet Communications in the amount of $30,769.69 for Contract No. 2024-373 Dr. Rodney D. Cathey Middle School Fire Alarm Upgrade.

Attachment: ☑

SUBMITTED BY: Ruben D. Trevino

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jul 30, 2025 15:50:06 CDT)

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 (Jul 30, 2025 17:34:30 CDT)

Superintendent of Schools

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

To Owner: McAllen ISD
2000 N. 23rd. St.
McAllen, TX 78501

PROJECT: CSP-2024-1043
Address: Dr. Rodney D. Cathey
Middle School Fire Alarm Upgrades
1800 N. Cynthia St. McAllen ,TX 78501

APPLICATION NO: 5
PERIOD TO: 6/13/2025

Distribution to:
[ ] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[X] ENGINEER
[ ]

FROM SUBCONTRACTOR:
Bridgenet Communications
1314 Stites Rd. PO Box 1556
Donna, TX 78537

VIA ARCHITECT:

PROJECT NO: SP-2024-1043

CONTRACT FOR:

CONTRACT DATE 5/16/2024

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.

1. ORIGINAL CONTRACT SUM		$ 308,000.00
2. Net change by Change Orders		$ (303.11)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 307,696.89
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 307,696.89
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 0.00	
b. % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 307,696.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 276,927.20
8. CURRENT PAYMENT DUE		$ **30,769.69**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	($303.11)
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	($303.11)
NET CHANGES by Change Order	($303.11)	

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.

SUBCONTRACTOR:

By: _____ Date: 6/24/25

State of Texas County of: Hidalgo
Subscribed and sworn to before me this 25 day of June, 2025
Notary Public: Carol Ramirez
My Commission expires: 4/12/2027

CAROL MICHELE RAMIREZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/12/27
NOTARY ID 12491315-7

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 ..... $ 30,769.69

(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: 07/21/25

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.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA® © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

APPROVED FOR PAYMENT

Melissa Ortiz (Jul 28, 2025 10:16:55 CDT) 07/28/2025
Signature Date

07/29/2025
Signature Date

Signature Date

PROJECT:
Dr. Rodney D. Cathey Middle School
1800 N Cynthia St.
McAllen, TX 78501

APPLICATION NO: 5
APPLICATION DATE: 5/20/2025
PERIOD TO: 6/13/2025
PROJECT NO: CSP-2024-1043

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	**Bid Bonds**	$ 13,950.00	$ 13,950.00			$ 13,950.00	10.00%		
2	**Plans and Permits**	$ 8,800.00	$ 8,800.00			$ 8,800.00	10.00%		
3	**Fire Alarm Equipment Installed**	$ 90,000.00	$ 90,000.00			$ 90,000.00	10.00%		
4	**Section B Gym, Café & Band Prewire**	$ 43,963.70	$ 43,963.70			$ 43,963.70	10.00%		
5	**Section B Portables Prewire**	$ 5,000.00	$ 5,000.00			$ 5,000.00	10.00%		
6	**Section A Office, Library Prewire**	$ 16,981.85	$ 16,981.85			$ 16,981.85	10.00%		
7	**Section A Classrooms Prewire**	$ 16,981.85	$ 16,981.85			$ 16,981.85	10.00%		
8			$ -	$ -		$ -	10.00%		
9	**Section B Gym, Café & Band Trim-out**	$ 43,963.70	$ 43,963.70			$ 43,963.70	10.00%		
10	**Section B Portables Trim-out**	$ 5,000.00	$ 5,000.00			$ 5,000.00	10.00%		
11	**Section A Office, Library Trim-out**	$ 16,981.85	$ 16,981.85			$ 16,981.85	10.00%		
12	**Section A Classrooms Trim-out**	$ 16,981.85	$ 16,981.85			$ 16,981.85	10.00%		
13			$ -	$ -		$ -	10.00%		$ -
14			$ -	$ -		$ -	10.00%		$ -
15		$ -	$ -	$ -		$ -	10.00%		$ -
16	**Patch and Painting**	$ 2,195.20	$ 2,195.20			$ 2,195.20	10.00%		
17	**Demolition of existing fire alarm system**	$ 7,200.00	$ 7,200.00			$ 7,200.00	10.00%		
18	**Contingency**	$ 19,696.89	$ 19,696.89			$ 19,696.89	10.00%		
19	**CHANGE ORDERS (IF APPLICABLE):**		$ -			$ -	10.00%		
20			$ -						
	PLEASE BREAKDOWN THE TOTAL SCHEDULED VALUE (INCLUDING CHANGE ORDERS)								
	Total Labor:	$ -							
	Total Materials:	$ -							
	Total Tax:	$ -							
	Total Scheduled Value:	$ 307,696.89							
	GRAND TOTALS	$ 307,696.89	$ 307,696.89	$ -	$ -	$ 307,696.89	100%	$ -	$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2024-373 thru CSP 2024-1043 – Dr. Rodney D. Cathey Middle School Fire Alarm Upgrade

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: _____ 07/30/2025

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

ACKNOWLEDGED BY: Dyanira Diaz 07/30/2025

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 12, 2025

SUBJECT: Report Regarding the New Initiative for the 18+ Student Program

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The administration would like to establish a Dropout Recovery Program for students aged 18 to 26. This flexible, free, and effective pathway to a high school diploma program will be housed at Lamar Academy in September 2025. This program will generate additional Average Daily Attendance and will improve the options for McAllen Citizens and surrounding communities.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The program will offer a morning group and an afternoon group. Students will attend a 4-hour day and will follow the Optional Flexible School Day model. Participating students will receive wrap-around services in partnership with Region One. The Students will not mingle with other Lamar Academy students on campus. A dedicated classroom, restroom, and cafeteria area will be available.

LEGAL REVIEW:
None.

BUDGETARY CONSIDERATIONS:
None.

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

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Rosalba De Hoyos (Aug 7, 2025 10:44:30 CDT)

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 7, 2025 11:45:31 CDT)

Superintendent of Schools

MCALLEN ISD Step-up Program

Your diploma. Your future. Let's finish what you started.

THE STEP-UP PROGRAM

WHO: Individuals aged 18-26 who have not earned a high school diploma.

WHAT: A flexible, free, and effective pathway to a high school diploma.

WHERE: McAllen ISD, Lamar campus

WHEN: Beginning September 2025

WHY: Will generate school Average Daily Attendance (ADA) and will improve options for McAllen citizens and surrounding communities

COMMUNITY IMPACT

WE ARE ALL IN!

Key Impacts :

- Strengthen the regional workforce by providing employers with more job-ready, credentialed candidates .
- Reduces generational poverty by empowering young adults with the education needed for better-paying jobs .
- Supports local families, especially young parents, by modeling the importance of education .
- Increase local graduation rates and close educational equity gaps.

THE NEED

McAllen ISD has an extremely low drop -out rate.

Annual Dropout Rate (Gr 9-12)													
2022-23	2.0%	1.0%	**0.0%**	0.0%	0.0%	0.0%	*	0.0%	*	0.0%	0.0%	0.0%	0.0%
2021-22	2.2%	1.3%	**0.1%**	0.0%	0.1%	0.0%	0.0%	0.0%	-	0.0%	0.5%	0.1%	0.1%
	State	Region 01	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Sp Ed	Eco. Dis.	EB/EL

THE NEED

Label	Hidalgo County, Texas			
	Total		Percent	
	Estimate	Margin of Error	Estimate	Margin of Error
AGE BY EDUCATIONAL ATTAINMENT				
Population 18 to 24 years	101,434	±851	(X)	(X)
Less than high school graduate	14,448	±2,244	14.2%	±2.2
High school graduate (includes equivalency)	38,337	±3,241	37.8%	±3.2
Some college or associate's degree	41,639	±3,224	41.1%	±3.1
Bachelor's degree or higher	7,010	±1,720	6.9%	±1.7

THE VALLEY DATA LOOKS LIKE THIS...

At risk students + Mobility + Disconnection from district support + Unknown = **14,000+ PEOPLE WITHOUT A HIGH SCHOOL DIPLOMA**

THE STEP-UP PROGRAM

Individuals aged 18-26 who have not earned a high school diploma

A program like this will improve options for the McAllen citizens and surrounding communities

LOGISTICS & FUNDING

- 4-hour program (morning, afternoon, and evening sessions.)
- Attendance follows the Optional Flexible School Day model.
- Participating students generate funding based on minutes of attendance, like K-12 students on the flex program.
- Participating students may take part in the meal program.
- Participating students are not co-mingled with other students on campus (dedicated restrooms, classroom space, and cafeteria area).
- Participating students receive wrap-around services (social emotional, mental health support) in partnership with Region One.

COST

Investment	Cost
Facility	$ None
Principal	$ None
Curriculum	$ None
Faculty	$ 65,000 x 2 (teachers)
Region One Support	$ 15,000
Total	$ 145,000
ADA Generated (50 students)	-$ 155,375 ($6,215 - 1/2 day for $3,107.50)
Revenue	$ 10,375

TIMELINE

McAllen ISD STEP UP PROGRAM

August 13th - 22nd - Program Set Up and hire teachers

August 13th - Recruitment Begins

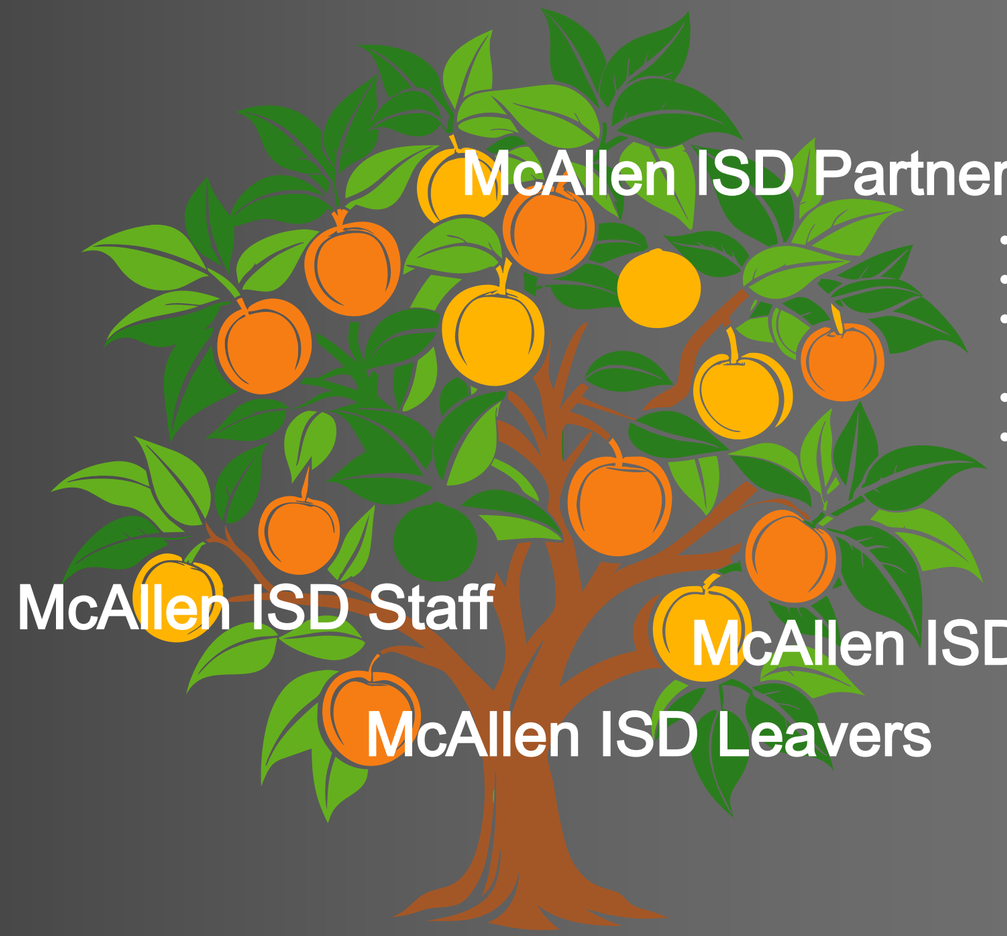
September 12th - Finalize Classroom/Building Set Up

September 15th - Class Starts

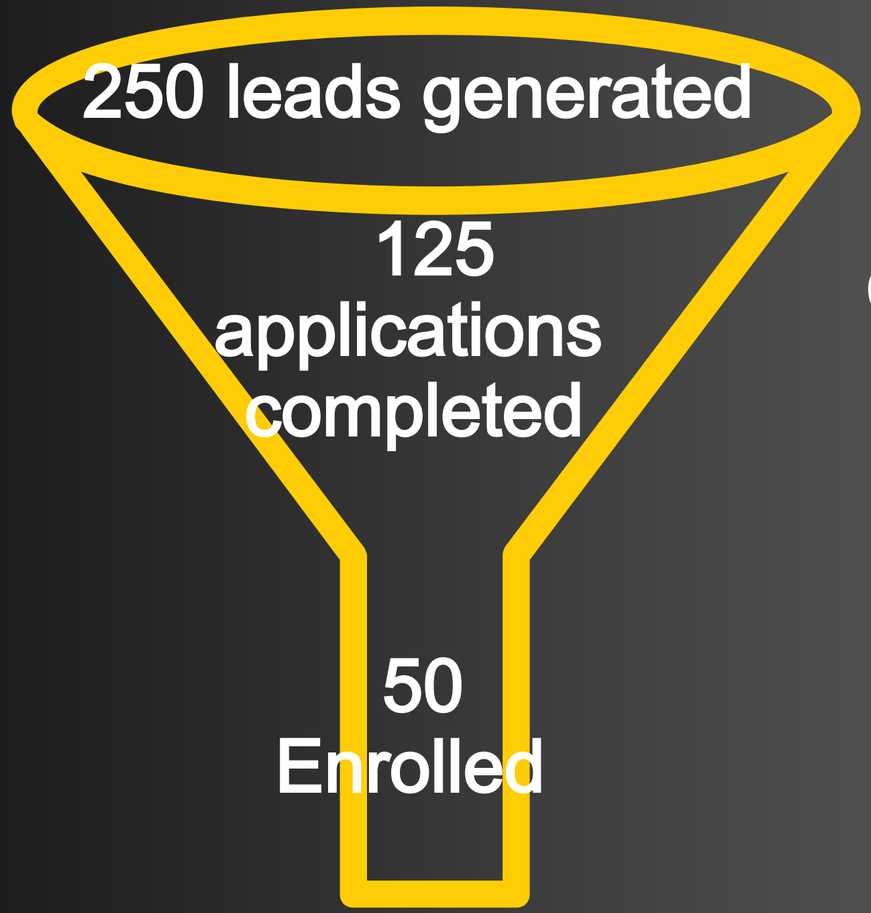
RECRUITMENT

Your diploma. Your future. Let's finish what you started.

- Recruitment Lead: Student Outreach
- Platforms: social media, website, boots on the ground, promotion via media outlets (radio & tv)



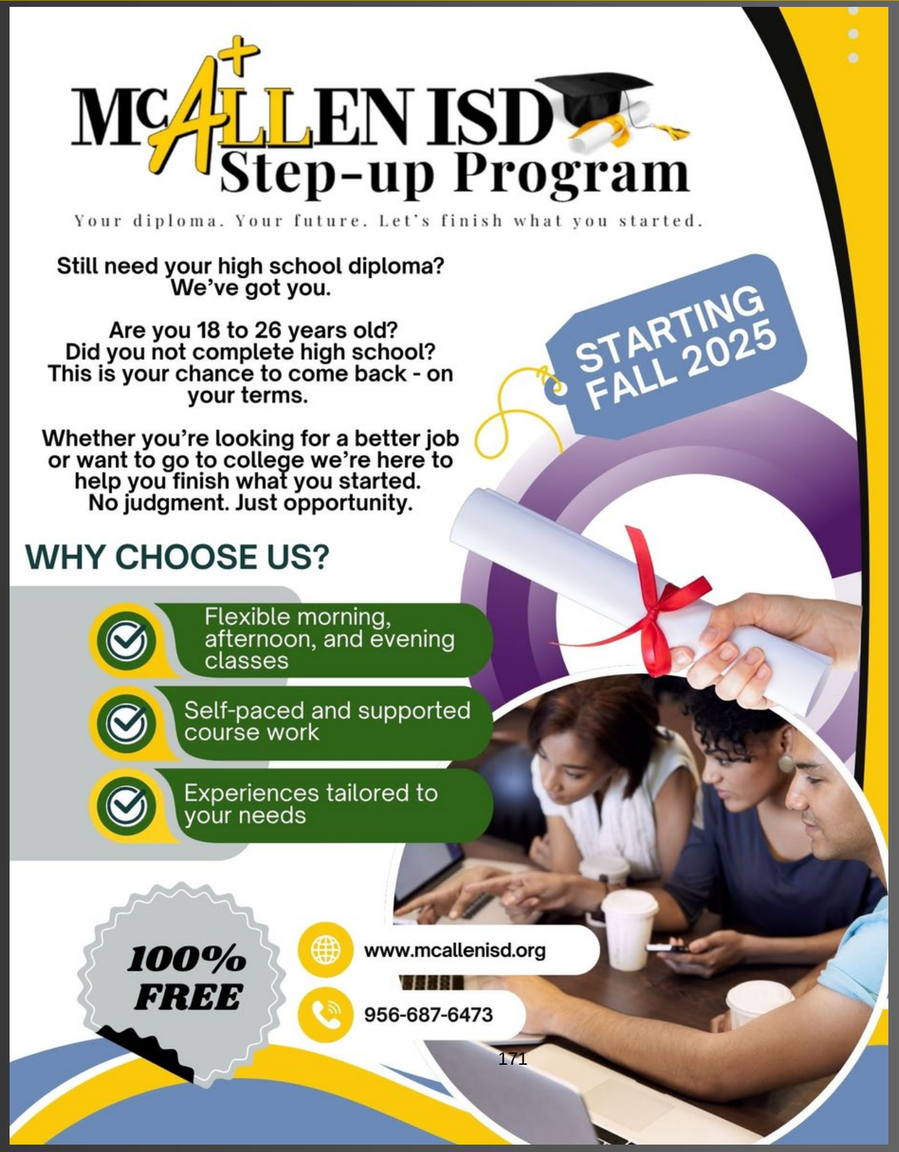
RECRUITMENT



Criteria/Candidate eligibility:

- 18-26 years old
- U.S. Residence (proof of address)
- Enrolled in a Texas Public School at some point

RECRUITMENT



MCALLEN ISD Step-up Program

Your diploma. Your future. Let's finish what you started.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Report Regarding the Advanced Placement (AP), the International Baccalaureate (IB), and the Dual Enrollment Programs

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
McAllen Independent School District is committed to offer our students opportunities to advance their post secondary studies while in high school through the Advanced Placement, International Baccalaureate, and the Dual Enrollment program. The Dual Enrollment program is in partnership with the following institutions of higher education:

* South Texas College
* University of Texas Austin
* University of Texas Rio Grande Valley

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
N/A

LEGAL REVIEW:
None.

BUDGETARY CONSIDERATIONS:
None.

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

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Rosalba De Hoyos (Aug 7, 2025 10:42:58 CDT)

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 7, 2025 11:45:04 CDT)

Superintendent of Schools

Advanced Placement, Dual Enrollment, and International Baccalaureate Program Annual Report

August 12, 2025

Advanced Placement, Dual Enrollment, and International Baccalaureate Program

Results for Advanced Placement Testing and Passing Scores Earned

Advanced Placement (AP)

School Year	Number of AP Courses	Number of AP Students	Number of Exams Taken	Number of AP Capstone Diplomas	Scores 3, 4, 5	Percent 3,4,5
2021-2022	26	2,142	3,848	8	1,265	33%
2022-2023	26	2,175	3,720	4	1,172	31%
2023-2024	31	2,342	4,255	16	1,578	37%
2024-2025	**31**	**2,625**	**4,589**	**20**	**2,073**	**45%**

District Totals	2022-2023	2023-2024	2024-2025
Number of AP Courses Offered	26	31	31
Number of AP Students	2,175	2,342	2,625
Number of AP Exams Taken	3,720	4,255	4,589
Number of AP Exams Challenged	**234**	**235**	**238**

Reasons Why Students Challenge an AP Exam:
-Enrollment in an OnRamps or Dual Credit Course with strong subject knowledge.
- A schedule change during the second semester after the AP exam had already been ordered.
- Opting to challenge the AP exam for a language course.
- Students demonstrate language proficiency and challenge an AP language exam.
- A 12th-grade student fulfilling CCMR requirements.
- A student took a course, scored a 2, and is enrolled in an upper-level course, and wants to retake the exam to gain credit.

McALLEN ISD

Results for IB Testing and Diploma Awards

International Baccalaureate Diploma Program (DP)

School Year	Total # of DP Courses Offered	# of DP 12th Grade Courses	# of DP Year 2 Diploma Candidates	# of IB Exams Taken in May	Lamar % of Course Grades of 4-7	# of IB Bilingual Diplomas Awarded	Total # of IB Diplomas Awarded
2020-2021	34	21	82	669	84%	20	66
2021-2022	36	22	71	577	90%	17	65
2022-2023	35	22	62	496	88%	26	52
2023-2024	32	19	68	547	83%	22	54
2024-2025	**31**	**18**	**55**	**441**	**80%**	**27**	**47**

School Year	*Lamar Academy Avg. Course Grade of 1-7*	World Avg. Course Grade of 1-7	*Lamar Academy Diploma Attainment Rate*	World Diploma Attainment Rate
2020-2021	*4.7*	5.19	*81%*	89%
2021-2022	*4.84*	5.12	*92%*	86%
2022-2023	*4.67*	4.84	*84%*	79%
2023-2024	*4.8*	4.85	*79%*	80%
2024-2025	***4.52***	**4.89**	***86%***	**81%**

McAllen ISD Advanced Academic Services

DP Historical Diploma Attainment

2003-2025	*1119 IB Diplomas Awarded*
	92% Attainment Rate

Advanced Placement, Dual Enrollment, and International Baccalaureate Program Board Report

McALLEN ISD

Number of Dual Enrollment Credit Hours Earned

Dual Enrollment with South Texas College (STC)

School Year	Number of STC Courses	Number of STC Students	Number of Attempted Credits	Number of Earned Credits	Percent of Credits Earned
2022-2023	110	843	9,928	8,951	90%
2023-2024	137	993	12,328	11,381	92%
2024-2025	**174**	**1080**	**12,811**	**12,079**	**94%**

Dual Enrollment with UTRGV

School Year	Number of UTRGV Courses	Number of UTRGV Students 11-12	Number of Attempted Credits	Number of Earned Credits	Percent of Credits Earned
2022-2023	9	45	237	231	97%
2023-2024	13	24	150	144	96%
2024-2025	15	99	1,975	1853	94%

Dual Enrollment with UT - OnRamps

School Year	Number of OnRamps Courses	Number of OnRamps Students	Number of Attempted Credits	Number of Earned Credits	Percent Credits Earned
2022-2023	13	362	1,901	1,025	54%
2023-2024	12	398	1,637	1,071	65%
2024-2025	**13**	**400**	**1,775**	**1,259**	**71%**

McAllen ISD Advanced Academic Services

Thank you

Questions?

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action of the 2025-2026 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 2025-2026 Texas Teacher Evaluation and Support System (T-TESS) Calendar.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Aug 1, 2025 08:13:05 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 4, 2025 08:34:09 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 10:02:22 CDT)

Superintendent of Schools

MCALLEN ISD

Texas Teacher Evaluation and Support System
T-TESS CALENDAR 2025-2026

DATE	
August 7-11, 2025	T-TESS Teacher Orientation
September 2, 2025	Formal classroom T-TESS observations may begin. (No earlier than two weeks after Teacher Orientation)
August 14-September 26, 2025	Goal-Setting and Professional Development Plan and Student Learning Objective (SLO) submitted to appraiser (No later than six weeks after Teacher Orientation)
November 20, 2025	Last full instructional day before Thanksgiving holidays. No observations may be conducted.
December 2-12, 2025	STAAR Assessment Window – High School No observations may be conducted during actual test days.
December 18, 2025	Last full instructional day before Winter Break. No observations may be conducted.
March 12, 2026	Last full instructional day before Spring Break. No observations may be conducted.
February 6- March 27, 2026	TELPAS Assessment Window No observations may be conducted during actual test days.
April 2, 2026	All appraisals must be completed
April 20, 2026	Deadline for Teacher GSPD Part 2 – End of Year Reflection. (First day of the last six weeks period)
April 27, 2026	Summative Appraisal Reports due to teachers. (10 days prior to scheduling summative conference)
May 8, 2026	All Summative Conferences must be completed. (Fifteen days before last day of instruction)
June 2, 2026	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: August 12, 2025

SUBJECT: Discussion and Possible Action of the 2025-2026 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 2025-2026 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 2025-2026 list of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Aug 1, 2025 08:10:22 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 4, 2025 08:24:42 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: alberto.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 09:58:54 CDT)

Superintendent of Schools

Last Name	First Name	Role	Status	Campus	Certification Year
Lugo	Yesenia	Assistant School Administrator	Certified	Thigpen-Zavala Elem.	2025 - 2026
perez	herman	Assistant School Administrator	Certified	McAllen HS	2025 - 2026
Alaniz	Kimberly	Assistant School Administrator	Certified	De Leon MS	2025 - 2026
Valenzuela	Nancy	School Administrator	Certified	Garza Elem.	2025 - 2026
Chapa	Marisela	School Administrator	Certified	Thigpen-Zavala Elem.	2025 - 2026
Nevarez	Juan	School Administrator	Certified	Seguin Elem.	2025 - 2026
Trdla	Teresa	School Administrator	Certified	Fields Elem.	2025 - 2026
Castillo	Ramiro	Assistant School Administrator	Certified	Houston Elem.	2025 - 2026
Lowe	Jessica	School Administrator	Certified	Houston Elem.	2025 - 2026
Bechtold	Rebecca	School Administrator	Certified	Morris MS	2025 - 2026
Carmona	Miguel	School Administrator	Certified	Achieve ECHS	2025 - 2026
Hernandez	Edna	School Administrator	Certified	Milam Elem.	2025 - 2026
Delgado Partida	Clarissa	School Administrator	Certified	Rayburn Elem.	2025 - 2026
Villanueva	Rachel	Assistant School Administrator	Certified	Hendricks Elem.	2025 - 2026
Caldwell	Yvonne	School Administrator	Certified	McAuliffe Elem.	2025 - 2026
Rodriguez	Jessica	School Administrator	Certified	Castaneda Elem.	2025 - 2026
Rodriguez	Veronica	School Administrator	Certified	Sanchez Elem.	2025 - 2026
Alaniz Jr.	Ignacio	School Administrator	Certified	De Leon MS	2025 - 2026
Bzibziak	Donna	Assistant School Administrator	Certified	Seguin Elem.	2025 - 2026
Delgado	Veronica	School Administrator	Certified	Perez Elem.	2025 - 2026
Friedlein	Stephanie	School Administrator	Certified	McAllen HS	2025 - 2026
Skretta	Marla	Assistant School Administrator	Certified	De Leon MS	2025 - 2026
Garcia	Francisco	Assistant School Administrator	Certified	Fossum MS	2025 - 2026
Flores	Ana Lisa	Assistant School Administrator	Certified	Jackson Elem.	2025 - 2026
Sanchez	Nora	School Administrator	Certified	Lamar IB	2025 - 2026
Garcia	Jaime	School Administrator	Certified	Morris MS	2025 - 2026
Garcia	Manuel	School Administrator	Certified	Brown MS	2025 - 2026
De La Garza	Aissa	Assistant School Administrator	Certified	Rowe HS	2025 - 2026
Gutierrez	Alfredo	School Administrator	Certified	Rowe HS	2025 - 2026
Garcia	Erika	Assistant School Administrator	Certified	Cathey MS	2025 - 2026
Alaniz Lopez	Jennifer	Assistant School Administrator	Certified	Gonzalez Elem.	2025 - 2026
Hernandez	Christina	School Administrator	Certified	Gonzalez Elem.	2025 - 2026
Gutierrez	Fernando	School Administrator	Certified	Instruction & Guidance	2025 - 2026
Gonzalez	Jessica	Assistant School Administrator	Certified	McAllen HS	2025 - 2026
Ramirez	Leslee	Assistant School Administrator	Certified	Memorial HS	2025 - 2026
Saenz	Yvonne	Assistant School Administrator	Certified	Milam Elem.	2025 - 2026
Ramirez	Marisa	Assistant School Administrator	Certified	Fields Elem.	2025 - 2026
Montgomery	Rachel	School Administrator	Certified	Roosevelt Elem.	2025 - 2026
Gracia	Aaron	School Administrator	Certified	Travis MS	2025 - 2026
Celene Rodriguez	Karla	School Administrator	Certified	Escandon Elem.	2025 - 2026
Herrera	Miguel	School Administrator	Certified	Cathey MS	2025 - 2026
Saenz	Sandra	Assistant School Administrator	Certified	Achieve ECHS	2025 - 2026
Alvarado	Cristina	Assistant School Administrator	Certified	Brown MS	2025 - 2026
Gonzalez	Joanna	Assistant School Administrator	Certified	Memorial HS	2025 - 2026
Rodriguez	Cassandra	Assistant School Administrator	Certified	Memorial HS	2025 - 2026
Lopez	April	Assistant School Administrator	Certified	Garza Elem.	2025 - 2026
Tamez	Sergio	Assistant School Administrator	Certified	Rowe HS	2025 - 2026
Palacios	Rossi	Assistant School Administrator	Certified	Milam Elem.	2025 - 2026
Partida	Veronica	Assistant School Administrator	Certified	Rayburn Elem.	2025 - 2026
Garcia	Laura	Assistant School Administrator	Certified	Perez Elem.	2025 - 2026
Cummings	Cynthia	Assistant School Administrator	Certified	Gonzalez Elem.	2025 - 2026
Martinez	Norma	Assistant School Administrator	Certified	Roosevelt Elem.	2025 - 2026
Friedlein Garcia	Katherine	Assistant School Administrator	Certified	Cathey MS	2025 - 2026
Cardoza	Ernesto	Assistant School Administrator	Certified	Houston Elem.	2025 - 2026
Montes	Yesenia	Assistant School Administrator	Certified	Rayburn Elem.	2025 - 2026
Guerra	Veronica	Assistant School Administrator	Certified	Escandon Elem.	2025 - 2026
Trevino	Nora	School Administrator	Certified	Fossum MS	2025 - 2026
Mendez	Luis	Assistant School Administrator	Certified	Castaneda Elem.	2025 - 2026
Downey	Rachelle	Assistant School Administrator	Certified	Lamar IB	2025 - 2026
Flores	Karime	Assistant School Administrator	Certified	Alvarez Elem.	2025-2026

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action of McAllen ISD Board Policy FNCE (LOCAL) -Student Code of Conduct; Personal Communication Devices (Second Reading)

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

BACKGROUND INFORMATION / REASON FOR BOARD CONSIDERATION:

Board Policy FNCE (LOCAL) has two options to review.

ADMINISTRATIVE CONSIDERATIONS / FACTS AND ANALYSIS:

This policy outlines the acceptable use of personal communication devices by students during school hours and on school premises to maintain a safe, respectful, and focused learning environment.

LEGAL REVIEW:

The above proposed revision has been reviewed and discussed with TASB HR Policy Services.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the McAllen ISD Board Policy FNCE (LOCAL) -Student Code of Conduct; Personal Communication Devices (Second Reading).

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Aug 1, 2025 08:12:34 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 4, 2025 08:35:04 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 10:32:29 CDT)

Superintendent of Schools

PROPOSED REVISIONS

Note: For searches of personal ~~telecommunications~~communication devices or other personal electronic devices, see FNF.

Personal ~~Use~~ ~~Telecommunications~~ Communication Devices

A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.

A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee ~~may~~shall confiscate a student's personal ~~telecommunications~~communication device~~, including a mobile telephone,~~ that is used in violation of this policy or any applicable ~~campus rules~~regulations.

~~A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.~~

~~If a personal telecommunications~~The District shall not dispose of the personal communication device ~~is~~. The District shall provide appropriate notice, and devices that are not retrieved~~,~~ shall be stored according to administrative regulations.

Exceptions

A student shall be authorized to use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the ~~District shall dispose of the device after providing notice~~student's individualized education program, a 504 plan, or a similar program or plan;

2. The student's use is required ~~by law.~~due to a documented need based on a directive from a qualified physician; or

~~Other Electronic Devices~~

~~Guidelines regarding other personal electronic devices shall be addressed in the student handbook.~~

~~**Instructional Use**~~

~~A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-cam-~~

	~~pus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]~~
	3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.
Implementation	The Superintendent shall develop regulations to implement this policy.
Compliance	Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

PROPOSED REVISIONS

Note: For searches of personal ~~telecommunications~~communication devices or other personal electronic devices, see FNF.

Personal ~~Use~~ ~~Telecommunications~~ Communication Devices

A student is prohibited from possessing or using a personal communication device on school property during the school day. A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee ~~may~~shall confiscate a student's personal ~~telecommunications~~communication device~~, including a mobile telephone, used~~ that is possessed in violation of this policy or any applicable ~~campus rules~~regulations.

~~A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.~~

~~If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.~~

~~Other Electronic Devices~~

~~Guidelines regarding other personal electronic devices shall be addressed in the student handbook.~~

~~**Instructional Use**~~

~~A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]~~

The District shall not dispose of the personal communication device. The District shall provide appropriate notice, and devices that are not retrieved shall be stored according to administrative regulations.

Exceptions

A student shall be authorized to possess and use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;

	2. The student's use is required due to a documented need based on a directive from a qualified physician; or 3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.
Implementation	The Superintendent shall develop regulations to implement this policy.
Compliance	Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action of the 2025-2026 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:

MISD Student Code of Conduct for the 2025-2026 school year specifically outlines the acceptable use of personal communication devices by students during school hours and on school premises to maintain a safe, respectful, and focused learning environment.

LEGAL REVIEW:

The 2025-2026 Student Code of Conduct was reviewed by the MISD Attorney.

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 2025-2026 Student Code of Conduct.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Aug 7, 2025 14:31:02 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 7, 2025 14:32:05 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2025 14:36:54 CDT)

Superintendent of Schools

MCALLEN INDEPENDENT SCHOOL DISTRICT

STUDENT CODE OF CONDUCT

2025-2026

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

Board Approved 8/12/25

Please visit the links below to access the following:

- **2025-2026 School Calendar**
- **2025-2026 Campus Directory**
- **2025-2026 School Board Directory**

Acknowledgment of *Electronic Distribution- Student Code of Conduct*

Dear Student and Parent:

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

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

Sincerely,

Dr. Rene Gutierrez
Superintendent of Schools

~~~
~~~

Table of Contents

Student Code of Conduct 1
Accessibility 1
Purpose 1
School District Authority and Jurisdiction 2
Campus Behavior Coordinator 2
Threat Assessment and Safe and Supportive School Team 3
Searches 3
Reporting Crimes 3
Security Personnel 3
"Parent" Defined 3
Participating in Graduation Activities 3
Unauthorized Persons 4
Standards for Student Conduct 5
General Conduct Violations 6
Disregard for Authority 6
Mistreatment of Others 6
Property Offenses 7
Possession of Prohibited Items 7
Possession of Personal Communication Devices 9
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
First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette 12
Students with Disabilities 12
Techniques 12
Additional Disciplinary Offenses and Consequences to the General Conduct Violations 14
Level I Violations 15
Level II Violations 16
Level III Violations 17

Level IV Violations 18
Prohibited Aversive Techniques 19
Notification 19
Parental Involvement 20
Appeals 20
Removal from the School Bus 20
Removal from the Regular Educational Setting 21
Routine Referral 22
Formal Teacher Removal 22
Returning a Student to the Classroom 23
Appeals of Formal Teacher Removals 22
In-School Suspension 22
Process 22
Out-of-School Suspension 24
Misconduct 24
Process 24
Alternative Assignment 25
Coursework During Suspension 25
Disciplinary Alternative Education Program (DAEP) Placement 26
Discretionary Placement: Misconduct That May Result in DAEP Placement 28
Mandatory Placement: Misconduct That Requires DAEP Placement 29
Sexual Assault and Campus Assignments 30
Process 30
Length of Placement 32
Appeals 33
Restrictions During Placement 33
Placement Review 33
Additional Misconduct 33
Notice of Criminal Proceedings 33
Withdrawal During Process 34
Newly Enrolled Students 34
Emergency Placement Procedure 35
Transition Services 35

Placement and/or Expulsion for Certain Offenses....36
Registered Sex Offenders....36
Expulsion....37
Discretionary Expulsion: Misconduct That May Result in Expulsion....37
Mandatory Expulsion: Misconduct That Requires Expulsion....38
Under Age 10....39
Virtual Expulsion Program....40
Consideration of Virtual Education as Alternative to Expulsion....40
Process....40
Length of Expulsion....41
Withdrawal During Process....42
Additional Misconduct....42
Restrictions During Expulsion....42
Newly Enrolled Students....42
Emergency Expulsion Procedures....43
DAEP Placement of Expelled Students....43
Transition Services....43
Certain Felonies....43
Hearing and Required Findings....44
Length of Placement....44
Placement Review....44
Glossary....45

Student Code of Conduct

Accessibility

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

Purpose

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

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

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

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

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

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

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

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

- Conduct that contains the elements of the offense of terroristic threat under Penal Code 22.07;
- Conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02;
- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125; and

- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

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

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Security Personnel

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

"Parent" Defined

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

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

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

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

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

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

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

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

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

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

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

- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

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

Possession of Prohibited Items

Students shall not possess or use:

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

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

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

Possession of Personal Communication **Devices**

Students shall not:

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

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

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

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

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

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

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

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

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

Misuse of Technology Resources and the Internet

Students shall not:

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

- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

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

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

Discipline Management Techniques

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

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

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

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

Students with Disabilities

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

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

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

Techniques

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

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.

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

Additional Disciplinary Offenses and Consequences to the General Conduct Violations

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

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

Level I Violations

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

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

Examples of Level I Violations	Level I Consequences
• Being tardy/late to class-persistent (secondary). • Running or making noise in the school. • 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 other students work. • Eating or drinking in an undesignated area. • Chewing gum or consuming food/candy. • Throwing objects or passing unauthorized notes. • Talking back/arguing or name calling. • Violating the telecommunication device guidelines • 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). • 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. • Sharing your personal communication device with another student. • 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.	• 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

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

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

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

Examples of Level II Violations	Level II Consequences
• Persistent offenses from Level I (acts of misconduct, including repeated bus infractions). • 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. • Failing to serve detention. • Possessing a current prescription (student's own medication), natural and/or homeopathic-like substances, dietary supplements, 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 barcodes; 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.	• 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 different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

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

Level III Violations

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

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

Examples of Level III Violations	Level III Consequences
• Persistent offenses from Level II, including bus infractions. • 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) or Assault (Class C Misdemeanor) of another student or an adult that is not an expellable offense. • Using or 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. • Stealing/theft or unauthorized possession of another person's property. • Exhibiting, delivering, using, or selling look-alike weapons. • 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. • Hazing- Class B; harassing or stalking (nonsexual). • Bullying or cyberbullying if the elements of a Discretionary Expulsion are not met. • 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 demonstration. • 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 different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

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

Level IV Violations

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

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

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

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

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

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

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

Prohibited Aversive Techniques

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

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

Notification

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

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

taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

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

Parental Involvement

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

Appeals

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

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

Removal from the School Bus

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

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

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.
2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
3. A student engages in conduct that constitutes bullying, as defined by Education Code 37.0832.0.

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

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

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

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

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

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

Returning a Student to the Classroom

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

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written consent unless the placement review committee determines that the teacher's class is the best or only alternative, and not later than the third-class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

Appeals of Formal Teacher Removals

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

In-School Suspension

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

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

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

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

Process

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

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

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

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;

4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

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

Out-of-School Suspension

Misconduct

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

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

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

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

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

Process

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

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

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

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

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or

6. A student's status as homeless.

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

Alternative Assignment

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

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

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

Disciplinary Alternative Education Placements

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

Instruction & Guidance Center (Secondary Only)			
Type of Removal	1st Removal	2nd Removal	3rd Removal
Discretionary	25 - Attended Days. Plus 3 days for the Transition Period at the Home Campus.	35 – Attended Days. Plus 3 days for the Transition Period at the Home Campus.	45 – Attended Days. Plus 3 days for the Transition Period at the Home Campus.
Mandatory	40 - Attended Days. Plus 3 days for the Transition Period at the Home Campus.	50 - Attended Days. Plus 3 days for the Transition Period at the Home Campus.	60 - Attended Days. Plus 3 days for the Transition Period at the Home Campus.
Note: A Placement longer than 60 days may only be assigned after consultation with the Student Support Services Department. Removals are not sequential. The Campus Behavior Coordinator has the discretion to determine the number of days assigned for removal, including initiating the 3rd removal days immediately, based on the severity and circumstances of the offense.			

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public-school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public-school fraternity, sorority, secret society, or gang. [see Glossary]
- Involvement in criminal street gang activity. [see Glossary]
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.
- Engages in conduct that contains the elements of the offense of disruptive activities under Education Code 37.123.
- Engages in conduct that contains the elements of the offense of disruption of classes under Education Code 37.124.
- Possesses or uses an e-cigarette, as defined by Section 161.081,Health and Safety Code, except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days. **The chart below details the consequences.** See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.

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

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. [see Glossary]
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault [see Glossary] under Penal Code 22.01(a)(1).
  - Except as provided by Education Code 37.007(a)(3), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. [School-related felony drug offenses are addressed in Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code. **The chart below details the consequences.**
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. [see Glossary]
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code sections 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.

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

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

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

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

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

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

Process

Removals to a DAEP shall be made by the CBC.

Conference

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

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

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

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

Consideration of Mitigating Factors

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

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

Placement Order

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

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

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

DAEP at Capacity

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

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

Coursework Notice

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

Length of Placement

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

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

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

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

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

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

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

Restrictions During Placement

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

The district shall provide transportation to students in a DAEP.

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

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

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

Notice of Criminal Proceedings

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

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

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

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

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

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

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

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Students

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

Appeal

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

Expulsion

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

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. [see **Disciplinary Alternative Education Program (DAEP) Placement**]

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- Breach of computer security. [see Glossary]
- 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, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. [See Glossary for "under the influence."]

- Selling, giving, or delivering to 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 deadly conduct. [see Glossary]

Within 300 Feet of School

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

Property of Another District

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

While in a DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

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

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
- A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. [see Glossary] Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
- A location-restricted knife, as defined by state law. [see Glossary]
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. [see Glossary]
- Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
    - Aggravated assault, sexual assault, or aggravated sexual assault.
    - Arson. [see Glossary]
    - Murder, capital murder, or criminal attempt to commit murder or capital murder.
    - Indecency with a child.
    - Kidnapping or aggravated kidnapping.
    - Burglary, robbery or aggravated robbery.
    - Manslaughter.
    - Criminally negligent homicide.
    - Continuous sexual abuse of a young child or disabled individual.
    - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
    - Engaging in conduct that contains elements of assault against a school employee or volunteer.

Under Age 10

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

Virtual Expulsion Program

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

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

Consideration of Virtual Education as Alternative to Expulsion

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under Education Code 37.0081 or 37.007(a), (d), or(e).

Process

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

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

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

Hearing

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

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

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

The board of trustees delegates 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 continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order; and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees; or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than 10 years of age.

Transition Services

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

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 [see Glossary] of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the district; or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

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

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

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

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
    a. 65 years of age or older; or
    b. A disabled person.

Antisemitism is defined by Government Code section 448.001 as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
    a. Any vegetation, fence, or structure on open-space land; or
    b. Any building, habitation, or vehicle:
        (1) Knowing that it is within the limits of an incorporated city or town;
        (2) Knowing that it is insured against damage or destruction;
        (3) Knowing that it is subject to a mortgage or other security interest;
        (4) Knowing that it is located on property belonging to another;
        (5) Knowing that it has located within it property belonging to another; or
        (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
    a. Recklessly damaging or destroying a building belonging to another; or
    b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;

2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;

3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or

4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;

2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and

3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances

Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of

inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;

2. Place a person in fear of imminent serious bodily injury; or

3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;

2. The frame or receiver of any such weapon;

3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or

4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);

2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or

3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:

    a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;

    b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;

c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;

d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

e. Making a telephone call and intentionally failing to hang up or disengage the connection;

f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;

g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or

i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;

2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;

3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or

4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire

of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet/laptop, smartwatch/smart glasses, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;

2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;

3. Personal communication devices or electronic devices; or

4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:

    a. An explosive weapon; or

    b. A machine gun.

2. Armor-piercing ammunition;

3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

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

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.

- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;

2. Place any person in fear of imminent serious bodily injury;

3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;

4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;

5. Place the public or a substantial group of the public in fear of serious bodily injury; or

6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;

- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to **die by** suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" 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.

McALLEN INDEPENDENT SCHOOL DISTRICT

PERSONAL COMMUNICATION DEVICES RESTRICTION

STATE LAW: HB 1481

In compliance with House Bill 1481, McAllen Independent School District (MISD) is required to establish a policy that prohibits students from utilizing personal communication devices—such as cell phones, tablets, laptops, smartwatches, smart glasses, or any other electronic devices capable of telecommunication or digital communication—on school property during the school day.

GUIDELINES

What is a "School Day"?

- The "**school day**" is defined from the time the first bell rings in the morning until the last bell rings at dismissal--this includes lunch, passing periods and non classroom time as well.
- **Elem: 7:45 a.m. to 3:10 p.m. , Middle School: 7:45 a.m. 4:05 p.m. , High School: 8:05 a.m. to 4:15 p.m.**

What counts as "School Property"?

- "**School Property**" includes all areas under the school's control: buildings, classrooms, hallways, cafeterias, lockers, playgrounds, athletic fields, courtyards, parking lots--essentially anywhere on campus or in district facilities.

Restrictions Apply:

- **Classroom, Hallways, Cafeteria, Restrooms, During Lunch Periods, During Passing Periods**

PROGRESSIVE DISCIPLINE CONSEQUENCES

FIRST OFFENSE
The student will be issued a warning, the device will be confiscated and documented on the District Discipline Form (DDF). The student must pick up the device at the end of school day from the campus administrator or designee.

01

SECOND OFFENSE
The device will be confiscated and documented on the DDF. The parent or guardian must pick up the device at the end of school day from the campus administrator or designee.

02

THIRD OFFENSE
The device will be confiscated, and a discipline referral will be issued. The student will receive a discipline referral for lunch detention or other consequence. A parent or guardian must pick up the device from the campus administrator or designee.

03

FOURTH OFFENSE
Subsequent Offenses: The device will be confiscated, and a discipline referral will be issued. The student will receive three (3) days of In-School Suspension (ISS) or other consequence. A parent or guardian must pick up the device from the campus administrator or designee.

04

RESTRICTED DEVICES

Cell Phones | Non-District Issued Laptops | Non-District Issued iPad/Tablets | Smart Watch | Airpods/Wireless Buds | Smart Glasses

Need to get in touch with your child?
If you need to reach your child, please feel free to contact the front office. Additionally, you can utilize the McAllen ISD App to maintain communication with your child's teacher(s).

McALLEN INDEPENDENT SCHOOL DISTRICT

RESTRICCIÓN DE DISPOSITIVOS DE COMUNICACIÓN PERSONAL

LEY ESTATAL: HB 1481

De conformidad con el Proyecto de Ley 1481 de la Cámara de Representantes, el Distrito Escolar Independiente de McAllen (MISD) debe establecer una política que prohíba a los estudiantes utilizar dispositivos de comunicación personal, como teléfonos celulares, tabletas, computadoras portátiles, relojes inteligentes, anteojos inteligentes o cualquier otro dispositivo electrónico capaz de telecomunicaciones o comunicación digital, en la propiedad de la escuela durante el día escolar.

PAUTAS

- **¿Qué es un "Día Escolar"?**
- El **"día escolar"** se define desde el momento en que suena el primer timbre por la mañana hasta que suena el último timbre a la hora de salida; esto incluye el almuerzo, los períodos de paso y también el tiempo fuera del aula.
- **Primaria: 7:45 a.m. a 3:10 p.m., Secundaria: 7:45 a.m. a 4:05 p.m., Preparatoria: 8:05 a.m. a 4:15 p.m.**

¿Qué se considera "propiedad escolar"?

- **"Propiedad escolar"** incluye todas las áreas bajo el control de la escuela: edificios, aulas, pasillos, cafeterías, casilleros, áreas de juegos, campos deportivos, patios, estacionamientos; esencialmente, cualquier lugar del campus o en las instalaciones del distrito.

Se aplican restricciones:

- **Aula, pasillos, cafetería, baños, durante los períodos de almuerzo, durante los períodos de paso**

CONSECUENCIAS DE LA DISCIPLINA PROGRESIVA

PRIMERA INFRACCIÓN
Se le emitirá una advertencia al estudiante, se le confiscará el dispositivo y se documentará en el Formulario de Disciplina del Distrito (DDF). El estudiante deberá recoger el dispositivo al final de la jornada escolar con el administrador del campus o su designado.

01

REINCIDENCIA
El dispositivo será confiscado y documentado en el DDF. El padre, madre o tutor deberá recogerlo al final de la jornada escolar con el administrador del campus o su persona designada.

02

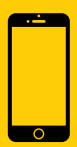
TERCERA INFRACCIÓN
Se confiscará el dispositivo y se emitirá una sanción disciplinaria. El estudiante recibirá una sanción disciplinaria por detención durante el almuerzo u otra consecuencia. Un padre o tutor deberá recoger el dispositivo del administrador del campus o su designado.

03

CUARTA INFRACCIÓN
Infracciones subsiguientes: Se confiscará el dispositivo y se emitirá una sanción disciplinaria. El estudiante recibirá tres (3) días de suspensión dentro de la escuela (ISS) u otra consecuencia. Un padre o tutor deberá recoger el dispositivo del administrador del campus o su designado.

04

DISPOSITIVOS RESTRINGIDOS


Teléfonos celulares

Computadoras portátiles no emitidas por el distrito

iPads/tabletas no emitidas por el distrito

Reloj inteligente

Airpods/Audífonos inalámbricos

Gafas inteligentes

¿Necesita ponerse en contacto con su hijo?

Si necesita comunicarse con su hijo/a, no dude en comunicarse con la oficina principal. También puede usar la aplicación del Distrito Escolar Independiente de McAllen para comunicarse con los maestros de su hijo/a.

HOUSE BILL 1481

ELECTRONIC COMMUNICATION DEVICES LAW OVERVIEW & GUIDELINES

TUESDAY, AUGUST 12, 2025

STATE LAW RESTRICTION

PERSONAL COMMUNICATION DEVICES

In compliance with House Bill 1481, McAllen Independent School District (ISD) is required to establish a policy that prohibits students from utilizing personal communication devices—such as cell phones, tablets, laptops, smartwatches, smart glasses, or any other electronic devices capable of telecommunication or digital communication—on school premises during the school day.

SCHOOL PROPERTY AND SCHOOL DAY DEFINED

WE ARE ALL IN!

What is a "School Day"?

The "**school day**" is defined from the time the first bell rings in the morning until the last bell rings at dismissal--this includes lunch, passing periods and non classroom time as well.

What counts as "School Property"?

"**School Property**" includes all areas under the school's control: buildings, classrooms, hallways, cafeterias, lockers, playgournds, athletic fields, courtyards, parking lots--essentially anywhere on campus or in district facilities.

SCHOOL DAY: BELL TO BELL

- Elementary: 7:45 a.m. to 3:10 p.m.
- Middle School: 7:45 a.m. to 4:05 p.m.
- High School: 8:05 a.m. to 4:15 p.m.

“PERSONAL COMMUNICATION DEVICE” DEFINED BY HB 1481

The law defines a personal communication device as any student-owned electronic device capable of telecommunication or digital communication, not provided by the school district. Examples include:

- **Cell phones,** such as smartphones or flip phones
- **Tablets** and **iPads**
- **Laptops** (unless district-approved)
- **Smartwatches** (and other wearable tech that can communicate digitally)
- **Radios, paging devices,** or similar gadgets
- **Wireless headphones/earbuds**
- **Gaming devices t**hat support messaging (e.g., Nintendo Switch, PlayStation Portable)
- **Smart glasses** and other communication-enabled devices

HB 1481 RESTRICTIONS APPLY

- CLASSROOM
- HALLWAYS
- DURING LUNCH PERIOD
- CAFETERIA
- DURING PASSING PERIODS
- RESTROOMS

HOW TO TALK TO YOUR CHILD ABOUT HB 1481

EMPATHY

- Acknowledge that the change may evoke feelings of frustration or confusion.

CONNECT IT TO THEIR LIFE

- Show how this can benefit them.
- Better focus = less homework stress.
- Fewer distractions = more time for friends or activities after school.
- Less pressure to check notifications = less anxiety.

CLARIFY WHAT THEY CAN AND CAN NOT DO

- Be clear about their device should be stored and off or silent.
- Can use before and after the completion of the school day.

256

WORK TOGETHER ON A PLAN

- Give them a voice in how they'll handle the change.
- Where will they store their device?
- Will they need a watch to tell time?
- Can you help set boundaries for after-school phone time?
- Encourage Open Conversation
- Let them know they can come to you if they're struggling with this new rule.

EXPLAIN THE LAW IN SIMPLE TERMS

- "There's a new state law that says students can't use their phones or smart devices during the school day. It's meant to help everyone stay focused in class, reduce distractions, and improve how people interact face to face."

PURPOSE

HB 1481 was enacted to reduce distractions in schools and promote better learning environments “Bell-To-Bell”-- meaning from the start to the end of the school day.

RESEARCH BENEFITS OF CELL PHONE BANS IN SCHOOLS

IMPROVED ACADEMIC PERFORMANCE

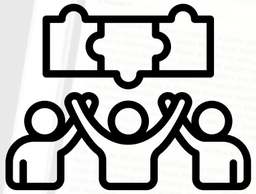
Students show higher test scores after banning phones.

FEWER DISCIPLINARY ISSUES

Research finds reductions in behavior problelms.

INCREASED STUDENT ENGAGEMENT

Research indicates more active participation in class.



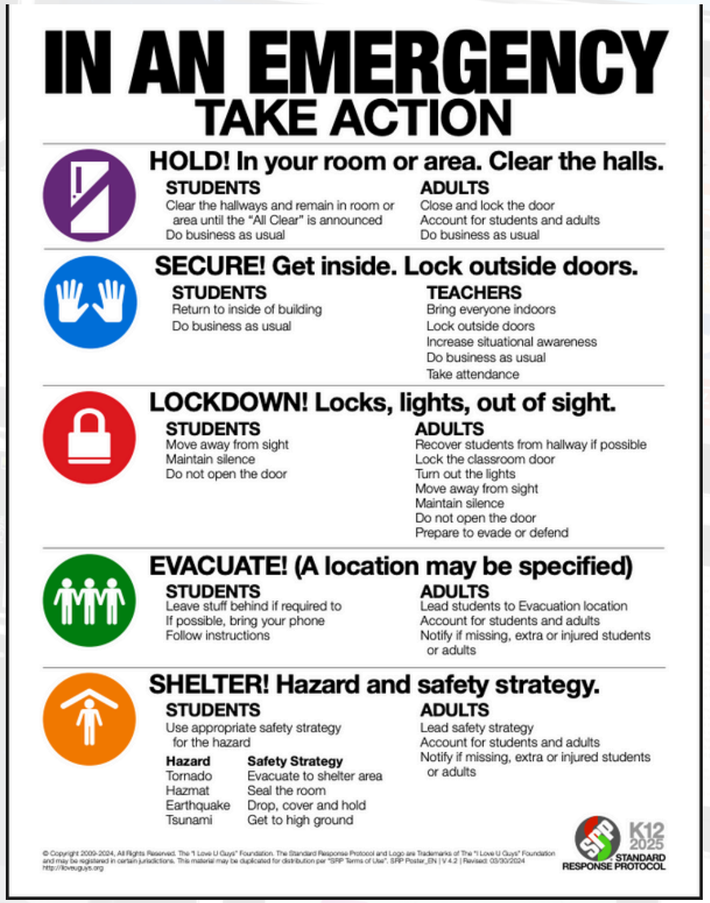
BETTER SOCIAL DYNAMICS

Studies show improved peer relationships and communication.

257

WHAT IS STANDARD RESPONSE PROTOCOL (SRP)?

The Standard Response Protocol (SRP) is a safety plan used in Texas schools to help students and staff respond to emergencies in a clear, consistent, and calm way. It uses simple, age-appropriate language and actions, so everyone knows what to do—whether it's a weather emergency, a nearby danger, or something more serious.



STORED AWAY DEFINED:

WE ARE ALL IN!

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

- The District is not responsible for any lost, stolen, or damaged personal communication device, including those that have been confiscated in accordance with this policy.

VIOLATIONS: PROGRESSIVE DISCIPLINE

WE ARE ALL IN!

While the campus follows a progressive discipline policy for inappropriate use of personal communication devices, students who continue to violate this policy may be subject to additional disciplinary consequences. These may include, but are not limited to, requiring the student to keep the device at home or other measures deemed appropriate by campus administration.

FIRST OFFENSE

The device will be confiscated. The student will be issued a warning about further consequences for failure to comply with this policy and documented on a district discipline form. The student must pick up the device at the end of the school day from the campus administrator or designee.

01

SECOND OFFENSE

The device will be confiscated and documented on the District Discipline Form (DDF). The student must pick up the device at the end of school day from the campus administrator or designee.

02

THIRD OFFENSE

The device will be confiscated, and a discipline referral will be issued. The student will receive a discipline referral for lunch detention or other consequence. A parent or guardian must pick up the device from the campus administrator or designee.

03

FOURTH OFFENSE

Subsequent Offenses: The device will be confiscated, and a discipline referral will be issued. The student will receive three (3) days of In-School Suspension (ISS) or other consequence. A parent or guardian must pick up the device from the campus principal or designee.

04

HOW TO GET A HOLD OF YOUR CHILD DURING THE SCHOOL DAY:

If you need to reach your child, please feel free to contact the campus front office. Additionally, you can utilize the McAllen ISD App to maintain communication with your child's teacher(s).

11

THANK YOU

QUESTIONS CONTACT
MCALLEN ISD HUMAN RESOURCES
956-618-6005

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Report Regarding the 2025 Anticipated Collection Rate and 2024 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 2025 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 2024 excess debt tax collections.

The 2025 anticipated collection rate and the 2024 excess debt tax collections have been projected at 100% collection.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the 2025 Anticipated Collection Rate and 2024 Excess Debt Tax Collections is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Jul 30, 2025 16:48:01 CDT)

SUPERVISOR: Lorena Garcia (Jul 31, 2025 15:00:49 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

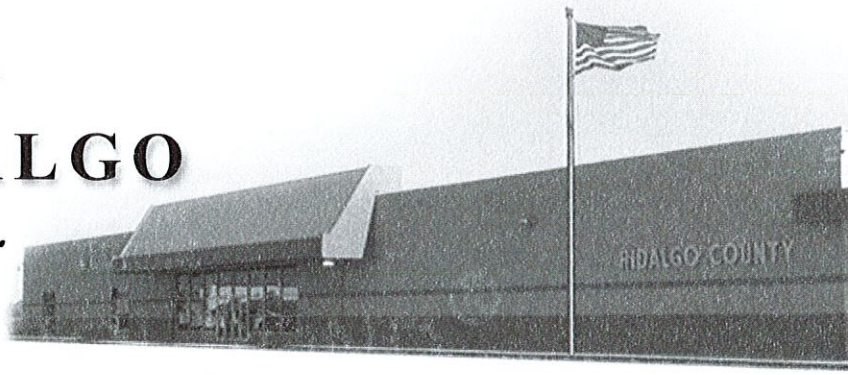
RENE GUTIERREZ (Aug 4, 2025 09:46:21 CDT)

Superintendent of Schools

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



July 7, 2025

MCALLEN ISD
JOEL GARCIA
2000 NORTH 23RD
MCALLEN, TX 78501

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Re: 2025 MCALLEN ISD Anticipated Collection Rate
And Excess 2024 Debt Tax Collections

Dear Mr/s. GARCIA:

As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Voter Approval Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2024 to the governing body.

Certification

This is to certify that the Estimated Collection Rate for the year 2025 has been projected at the 100% rate.

Also, the 2024 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2024 Debt Service Report.

Sincerely,

Pablo (Paul) Villarreal Jr., PCC

Encl.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Report Regarding Taxes Collected for April through June 2025.

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 $93,845.04 for April through June 2025. 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 2025 Tax Collections Reports are attached. The amount collected was $1,736,996.65.
April:
Local Maintenance Collection $578,284.37
Debt Service Collection $107,845.58
May:
Local Maintenance Collection $488,185.59
Debt Service Collection $90,875.27
June:
Local Maintenance Collection $399,507.90
Debt Service Collection $72,297.94

LEGAL REVIEW:
Not required.

BUDGETARY CONSIDERATIONS:
Not required.

RECOMMENDED BOARD ACTION:
The Report Regarding Taxes Collected for April through June 2025 is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Jul 30, 2025 15:54:42 CDT)

SUPERVISOR: Lorena Garcia (Jul 30, 2025 16:45:27 CDT)

For further information contact:
Name: Joel, Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
eMail: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 30, 2025 17:33:55 CDT)

Superintendent of Schools

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
APRIL 2025

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 2024/2025	COLLECTED 2023/2024
2024 TAX ROLL	89,170,675.64	85,314,865.21	-	46,790.81	3,902,601.24	95.63%	95.02%
2023 & PRIOR YRS	7,652,262.65	1,310,282.28	(383,840.26)	(1,215,683.18)	4,742,456.93	21.65%	28.61%
ROLLBACK	17,450.24	73,300.16	-	69,263.57	13,413.65	84.53%	84.64%
TOTALS	96,840,388.53	86,698,447.65	(383,840.26)	(1,099,628.80)	8,658,471.82		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF APRIL 2025

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	620,626.04	(139,138.42)	CURRENT
CURRENT YEAR-P&I	72,692.11		
PRIOR YEARS-BASE TAX	54,854.27	(40,679.20)	PRIOR
PRIOR YEARS-P&I	29,112.59		
ROLLBACK	10,649.64	-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	22,851.90	-	PURGED
TOTAL COLLECTIONS	810,786.55	(179,817.62)	
LESS TRANSFERRED	571,842.94		
LESS IN TRANSIT	224,790.68		
LESS DUE TO HCAD COMM FEES	298.93		
LESS DUE TO CO TREASURER	13,854.00		
	-		
BALANCE	0.00		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL 2025 IS CORRECT.

Pablo (Paul) Villarreal Jr.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MAY 2025 A.D.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

NOTARY PUBLIC
Mark A. Martinez
Notary ID#
13366428-4
My Comm. Exp.
04-18-2026
STATE OF TEXAS

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
MAY 2025

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 2024/2025	COLLECTED 2023/2024
2024 TAX ROLL	89,170,675.64	85,819,259.61	-	5,270.69	3,356,686.72	96.24%	95.79%
2023 & PRIOR YRS	7,652,262.65	1,384,948.74	(383,840.26)	(1,242,444.43)	4,641,029.22	22.98%	29.63%
ROLLBACK	17,450.24	73,300.16	-	69,263.57	13,413.65	84.53%	84.64%
TOTALS	96,840,388.53	87,277,508.51	(383,840.26)	(1,167,910.17)	8,011,129.59		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2025

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	504,394.40	(41,520.12)	CURRENT
CURRENT YEAR-P&I	65,222.85		
PRIOR YEARS-BASE TAX	74,666.46	(26,761.25)	PRIOR
PRIOR YEARS-P&I	34,618.82		
ROLLBACK		-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	31,683.08	-	PURGED
TOTAL COLLECTIONS	710,585.61	(68,281.37)	
LESS TRANSFERRED	398,090.10		
LESS IN TRANSIT	298,448.08		
LESS DUE TO HCAD COMM FEES	193.43		
LESS DUE TO CO TREASURER	13,854.00		
	-		
BALANCE	(0.00)		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2025 IS CORRECT.

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

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2025 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS

JOSE EDGAR JARAMILLO
Notary Public
STATE OF TEXAS
Notary ID# 129118667
My Comm. Exp. 09-10-2028

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
JUNE 2025

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 2024/2025	COLLECTED 2023/2024
2024 TAX ROLL	89,170,675.64	86,214,835.25	-	(7,853.18)	2,947,987.21	96.69%	96.40%
2023 & PRIOR YRS	7,652,262.65	1,461,178.94	(383,840.26)	(1,277,094.39)	4,530,149.06	24.39%	31.08%
ROLLBACK	17,450.24	73,300.16	-	271,291.35	215,441.43	25.39%	84.64%
TOTALS	96,840,388.53	87,749,314.35	(383,840.26)	(1,013,656.22)	7,693,577.70		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2025

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	395,575.64	(13,123.87)	CURRENT
CURRENT YEAR-P&I	65,968.53		
PRIOR YEARS-BASE TAX	76,230.20	(34,649.96)	PRIOR
PRIOR YEARS-P&I	32,619.60		
ROLLBACK		202,027.78	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	23,475.68	-	PURGED
TOTAL COLLECTIONS	593,869.65	154,253.95	
LESS TRANSFERRED	250,267.64		
LESS IN TRANSIT	329,706.92		
LESS DUE TO HCAD COMM FEES	41.09		
LESS DUE TO CO TREASURER	13,854.00		
BALANCE	- 0.00		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JUNE 2025 IS CORRECT.

Pablo (Paul) Villarreal

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

HIDALGO COUNTY ASSESSOR & COLLECTOR OF TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JULY 2025 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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Report Regarding the Delinquent Tax Collections for the Period of April 1, 2025 to June 30, 2025

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In order to keep the Board of Trustees informed, the firm of Linebarger, Goggan, Blair & Sampson LLP has prepared the enclosed Delinquent Tax Collection Report.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The report summarizes the results achieved by Linebarger, Goggan, Blair & Sampson LLP on the delinquent tax collection efforts for the 2024 - 2025 fiscal year.

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the Delinquent Tax Collections for the Period of April 1, 2025 to June 30, 2025 is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Jul 30, 2025 15:56:10 CDT)

SUPERVISOR: Lorena Garcia (Jul 30, 2025 16:44:05 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 30, 2025 17:33:37 CDT)

Superintendent of Schools

McALLEN INDEPENDENT SCHOOL DISTRICT

McALLEN ISD

DELINQUENT TAX COLLECTION REPORT

April 01, 2025 - June 30, 2025

LINEBARGER
ATTORNEYS AT LAW

1512 South Lone Star Way, Edinburg, Texas 78539 ✪ Tel. (956) 383-4500

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

1512 S. Lone Star Way ★ Edinburg, Texas 78539
Tel: (956) 383-4500 Fax: (956) 383-7820

Mr. Aaron D. Rivera, President
Ms. Lucia Regalado, Vice-President
Dr. Elizabeth Kittleman, Secretary
Mr. Robert J. Carreon, Trustee
Mrs. Erica De La Garza-Lopez, Trustee
Mr. Roberto A. Haddad, Trustee
Mrs. Sofia M. Pena, Trustee
Dr. René Gutiérrez, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501

RE: Delinquent Tax Collection for April 01, 2025 through June 30, 2025

Dear Dr. Gutierrez and Board of Trustees:

The Linebarger Goggan Blair & Sampson, LLP Report highlights our delinquent ad valorem tax collection program on behalf of McAllen Independent School District. Our collection results, as noted herein, indicate our efforts continue to be successful for the McAllen Independent School District.

Please know that we truly appreciate the opportunity to represent McAllen Independent School District on all delinquent ad valorem tax matters. As always, we will continue to provide McAllen Independent School District with quality representation, consistent results, and an ample experienced staff of attorneys and legal assistants dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,

Kelly R. Salazar
Capital Partner

LINEBARGER
ATTORNEYS AT LAW

Our delinquent tax collection program for McAllen Independent School District continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to McAllen Independent School District and to only use the tool of litigation as a final option. We listen and continually adapt to your changing needs to ensure that we are providing the best possible service and deliver customized collection programs that yield the best possible results. The following information is an overview of our collections efforts during this reporting period.

MAILINGS

Our extensive mailing program is designed to advise people who have not paid their delinquent taxes to McAllen Independent School District. During the course of the fiscal year, we send delinquent notices, with varying degrees of intensity to every delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

FOURTH QUARTER

1 Demand Mailing – 895 Statements Mailed

FISCAL YEAR

6 Demand Mailing – 9,372 Statements Mailed

CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to McAllen Independent School District and its residents. Equipped with multi-skilled representatives, we create and manage flexible payment plans for taxpayers experiencing any financial hardship.

FOURTH QUARTER

1,128 Phone Calls

102 Pay Off Requests

100 On-Site Visits

FISCAL YEAR

5,042 Phone Calls

442 Pay Off Requests

625 On-Site Visits

LITIGATION

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties, including all lien holders, are identified and served with notice of the lawsuit.

FOURTH QUARTER

Litigation Activity	Cases	Base, Penalty and Interest
• Filed Lawsuits	24	$76,458
• Lawsuits Disposed	27	$97,123
• Judgments Taken	11	$30,755

FISCAL YEAR

Litigation Activity	Cases	Base, Penalty and Interest
• Filed Lawsuits	103	$587,542
• Lawsuits Disposed	104	$728,034
• Judgments Taken	55	$208,464
• Tax Warrants	11	$43,028
• Pending Litigation as of 7/2025	266	$1,514,180

TAX SALES/RESALES

Our Office regularly monitors all judgments we take on behalf of McAllen Independent School District. During this quarter, two (2) tax sale were conducted, placing four (4) properties for sale. During this fiscal year, seven (7) tax sales were conducted, placing fourteen (14) properties for sale.

FOURTH QUARTER

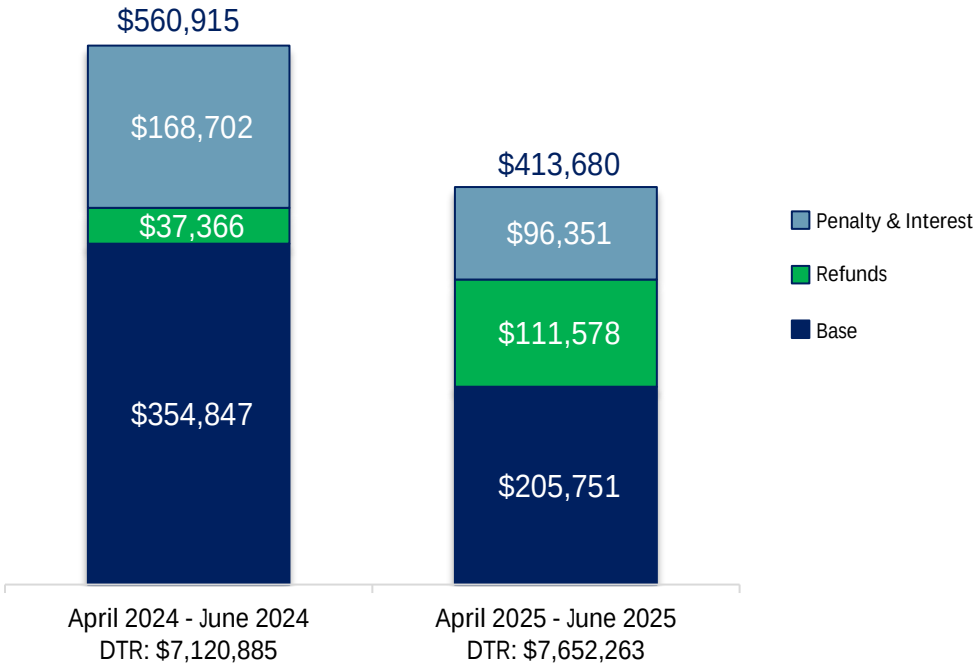
Tax Sale Result	Number of Properties	Base, Penalty and Interest
Pulled – Payment Agreement	4	$8,291

FISCAL YEAR

Tax Sale Result	Number of Properties	Base, Penalty and Interest
Sold	5	$38,831
Pulled – Paid in Full	1	$12,701
Pulled – Payment Agreements	8	$37,302

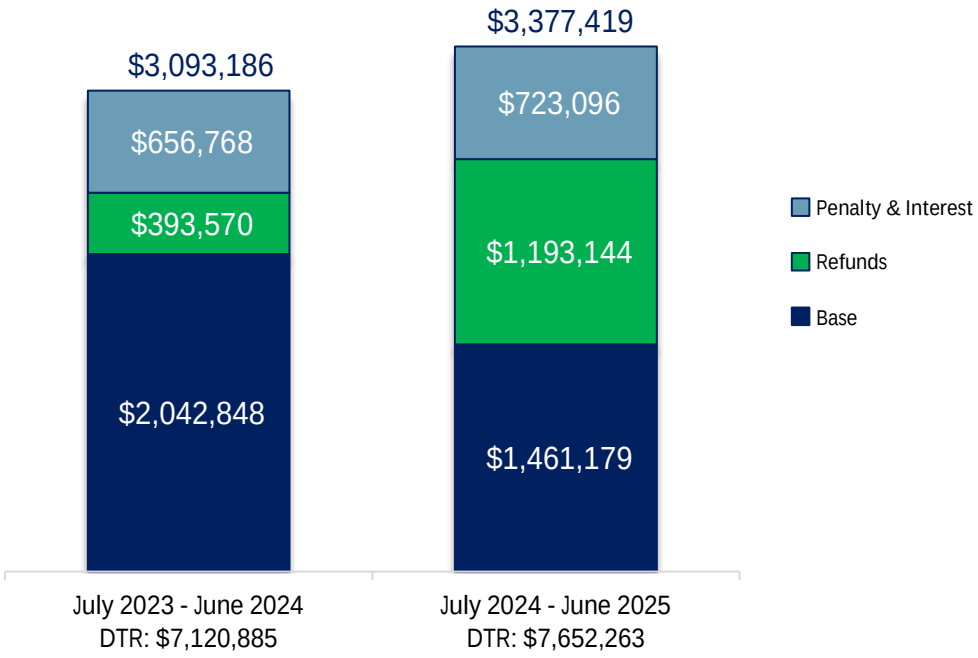
COLLECTIONS

Fourth Quarter Comparison



Source: Hidalgo County Tax Office Reports

Fiscal Year Collection Comparison



Source: Hidalgo County Tax Office Reports

FUTURE OVERVIEW

Our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for McAllen Independent School District. We will continue to offer firm yet flexible payment options for the McAllen Independent School District taxpayers.

Review of Pending Judgments and the Filing of Additional Lawsuits

During the next quarter we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the School District.

Mailing Program

We have completed our scheduled mailing on behalf of the School District for the upcoming quarter. In addition to our scheduled mailing, our in-house letter program sends letters to taxpayers who are otherwise non-responsive to phone calls. These letters inform the delinquent taxpayer of options available for payment during this period.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the McAllen Independent School District will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Report Regarding Facilities Needs Assessment

REFERENCE: Goal 3, Facility Priorities, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District has been steadfast in its efforts to make steady improvements and then to continually report its progress to the Board of Trustees and its community.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District continually assesses the needs of its school facilities with an emphasis on quality teaching and learning environments. The District identifies the priorities that are aligned with our facility standards and ensures viable and dynamic planning that ultimately supports quality teaching and learning.

The District is in the process of conducting a facilities needs assessment. The needs assessment will not only determine physical needs, but also will project the dollar amounts necessary to address the identified facility needs. The Administration and Board will need to decide whether the district will address the needs and prioritize them.

LEGAL REVIEW:

None.

BUDGETARY CONSIDERATIONS:

Not applicable.

RECOMMENDED BOARD ACTION:

This report is for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 5, 2025 14:25:10 CDT)

For further information contact:
Name: Lorena Garcia, Deputy Superintendent for Business and Operations
Office: 956-688-5418
Email: lorena.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2025 10:11:07 CDT)

Superintendent of Schools

REPORT REGARDING FACILITY NEEDS ASSESSMENT

August 12, 2025 Board Meeting

FACILITY MASTER PLAN OVERVIEW

Current Focus:

MEP Assessments from Halff Engineering

Community Engagement

Project Planning

Report Composition

We Are Here

- Project Initiation
- Educational Program Review & Prioritization
- Enrollment Projections
- Capacity Utilization
- Facilities Assessments
- Community Input
- Final Plan Composition

CAPACITY AND UTILIZATION

- We have competed the Capacity and Utilization Study and are reviewing the results.

NEXT STEPS:

- Once complete, it will be used in the community engagement sessions and final report.

FACILITY ASSESSMENTS

- MGT Assessments completed week of May 23rd.
- Halff Mechanical Assessments recently completed, awaiting reports to be entered into BASYS Building Condition Evaluations.
- FFAC Walkthroughs and input underway.

NEXT STEPS:

- Collect FFAC committee information from surveys, compare to assessments for accuracy.
- Enter Halff Engineering assessments into BASYS for scoring.
- Once all information is entered in BASYS, the Building Condition Reports will be shared with District for review and discussion (Educational Suitability, Grounds Condition and Technology Readiness have already been shared).
- Organize priorities and start project planning with District input.
- Work underway on individual site “mini” master plans (templates will be shared at next meeting.

McALLEN HIGH SCHOOL VERTICAL TEAM

MORRIS MIDDLE SCHOOL

↓

Milam Elem. School
Rayburn Elem. School
Perez Elem School

TRAVIS MIDDLE SCHOOL

↓

Fields Elem. School
Wilson School
Thigpen/Zavala Elem. School

EARLY COLLEGE HIGH SCHOOL

MEMORIAL HIGH SCHOOL VERTICAL TEAM

BROWN MIDDLE SCHOOL

↓

Escandon Elem. School
Houston Elem. School
Roosevelt Elem. School

CATHEY MIDDLE SCHOOL

↓

Gonzalez Elem. School
Jackson Elem. School

INSTRUCTION AND GUIDANCE CENTER
UTRGV Collegiate

ROWE HIGH SCHOOL VERTICAL TEAM

DELEON MIDDLE SCHOOL

↓

Castañeda Elem. School
McAuliffe Elem. School
Alvarez Elem. School
Seguin Elem. School

FOSSUM MIDDLE SCHOOL

↓

Garza Elem. School
Hendricks Elem. School
Sanchez Elem. School

LAMAR OPTIONS HIGH SCHOOL

TUESDAY, AUGUST 5, 2025

SCHOOL	ADDRESS	GROUP/TIME
Milam Elem	3800 N Main St, McAllen, TX 78501	McHi - 6:00 PM-6:45 PM
McAllen HS	2021 La Vista Ave, McAllen, TX 78501	McHi - 7:00 PM -7:45 PM
Jackson Elem	501 Harvey, McAllen, TX 78501	Memorial - 6:00 PM-6:45 PM
Memorial HS	101 E Hackberry Ave, McAllen, TX 78501	Memorial - 7:00 PM -7:45 PM
McAuliffe Elem	3000 Daffodil Ave, McAllen, TX 78501	Rowe - 6:00 PM-6:45 PM
Rowe HS	2101 N Ware Rd, Mc Allen, TX 78501	Rowe - 7:00 PM -7:45 PM

WEDNESDAY, AUGUST 13, 2025

SCHOOL	ADDRESS	GROUP/TIME
Rayburn Elem	7000 N Main St, McAllen, TX 78504	McHi - 6:00 PM-6:45 PM
Morris MS	1400 Trenton Rd, McAllen, TX 78504	McHi - 7:00 PM -7:45 PM
Escandon Elem	2901 Colbath Ave, McAllen, TX 78503	Memorial - 6:00 PM-6:45 PM
Brown MS	2700 S Ware Rd, McAllen, TX 78503	Memorial - 7:00 PM -7:45 PM
Castaneda Elem	4100 N 34th, McAllen, TX 78504	Rowe - 6:00 PM-6:45 PM
De Leon MS	4201 N 29th St, McAllen, TX 78504	Rowe - 7:00 PM -7:45 PM

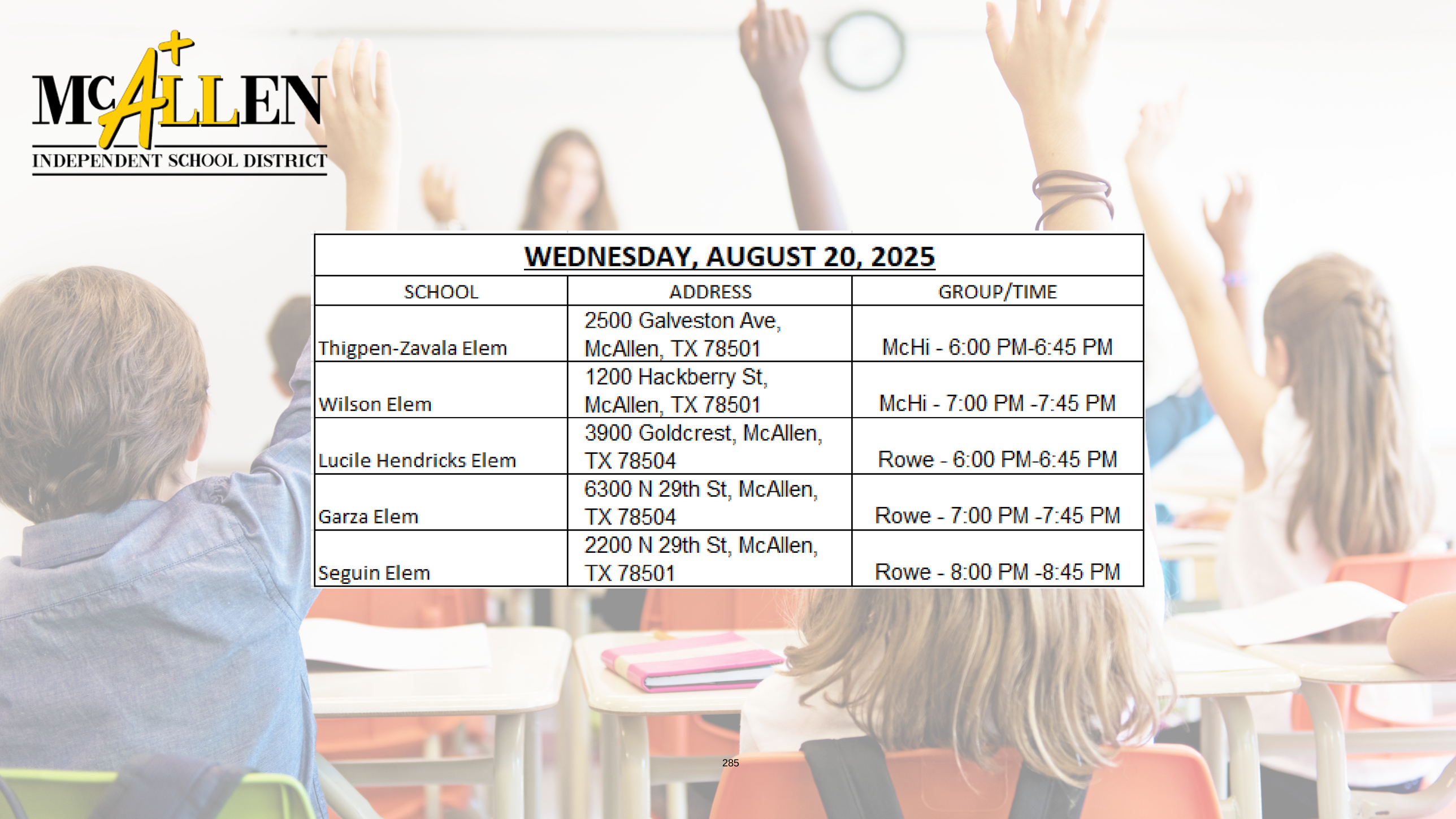
THURSDAY, AUGUST 14, 2025

SCHOOL	ADDRESS	GROUP/TIME
Fields Elem	500 W Dallas Ave, McAllen, TX 78501	McHi - 6:00 PM-6:45 PM
Travis MS	600 Houston St, McAllen, TX 78501	McHi - 7:00 PM -7:45 PM
Gonzalez Elem	201 E Martin Ave, McAllen, TX 78504	Memorial - 6:00 PM-6:45 PM
Cathey MS	1800 N Cynthia, McAllen, TX 78501	Memorial - 7:00 PM -7:45 PM
Blanca E Sanchez	2901 Incarnate Word, McAllen, TX 78504	Rowe - 6:00 PM-6:45 PM
Michael E Fossum MS	7800 N Ware Rd, McAllen, TX 78504	Rowe - 7:00 PM -7:45 PM

TUESDAY, AUGUST 19, 2025

SCHOOL	ADDRESS	GROUP/TIME
Dr Pablo Perez	7801 N Main, McAllen, TX 78504	McHi - 6:00 PM-6:45 PM
Achieve Early College HS	1601 N 27th St, McAllen, TX 78501	McHi - 7:00 PM -7:45 PM
Houston Elem	3221 Olga Ave, McAllen, TX 78503	Memorial - 6:00 PM-6:45 PM
Roosevelt Elem	4801 S 26th St, McAllen, TX 78503	Memorial - 7:00 PM -7:45 PM
Alvarez Elem	2606 Gumwood Ave, McAllen, TX 78501	Rowe - 6:00 PM-6:45 PM
284 Lamar Academy	1009 N 10th St, McAllen, TX 78501	Rowe - 7:00 PM -7:45 PM

McALLEN INDEPENDENT SCHOOL DISTRICT



McALLEN INDEPENDENT SCHOOL DISTRICT

WEDNESDAY, AUGUST 20, 2025		
SCHOOL	ADDRESS	GROUP/TIME
Thigpen-Zavala Elem	2500 Galveston Ave, McAllen, TX 78501	McHi - 6:00 PM-6:45 PM
Wilson Elem	1200 Hackberry St, McAllen, TX 78501	McHi - 7:00 PM -7:45 PM
Lucile Hendricks Elem	3900 Goldcrest, McAllen, TX 78504	Rowe - 6:00 PM-6:45 PM
Garza Elem	6300 N 29th St, McAllen, TX 78504	Rowe - 7:00 PM -7:45 PM
Seguin Elem	2200 N 29th St, McAllen, TX 78501	Rowe - 8:00 PM -8:45 PM

FFAC Member Survey Link

Scan me!

COMMUNITY ENGAGEMENT

- Community Engagement session planned for September 11, 2025

NEXT STEPS:

- Review survey questions with District for Community Engagement sessions
- Review PowerPoint Presentation.
- Assist District with promotion of sessions as needed • Share survey results post-session.

UPCOMING DATES

- Community Engagement Sessions: September 11, 2025
- Draft Report: October 1, 2025
- Final Report Presentation: October 7, 2025

QUESTIONS?

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Report Regarding lnterlocal Cooperative Agreement No. 2020-002 Texas Association of School Board (TASB) Purchasing Cooperative Buyboard

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Texas Association of School Board (TASB) Buyboard 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. 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. 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:

During the period from September 1, 2023, to August 31, 2024, the District received a total of $46,823.33 in rebates through BuyBoard. Purchases made through BuyBoard during this time frame totaled $5,635,063.95. The District also paid a fee of $800.00 to the Agency, utilizing budgeted funds.

RECOMMENDED BOARD ACTION:

This item is for informational purposes.

Attachment: ☐

SUBMITTED BY: Laura Williams
Laura Williams (Aug 4, 2025 16:50:22 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 5, 2025 14:29:31 CDT)

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2025 10:12:30 CDT)

Superintendent of Schools

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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action of a Resolution Authorizing Designated District Officials to Open and Maintain Bank Accounts with Lone Star National Bank

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District is transitioning depository services to Lone Star National Bank. This resolution formally authorizes designated officials to open and maintain checking, savings, and other required accounts on behalf of the District. This action is required to ensure proper financial administration and alignment with state law and board policy.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Texas Education Code §45.201 and applicable board policy, that the Board of Trustees of the McAllen Independent School District authorizes the following individual(s) to open and maintain checking, savings, and other official District accounts with Lone Star National Bank, including but not limited to general operating, payroll, child nutrition, debt service, capital projects, and student activity accounts:

1. Lorena Garcia, Deputy Superintendent for Business and Operations
2. Joel Garcia, Chief Financial Officer

LEGAL REVIEW:

Resolution was review and approved by Staff Attorney.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Resolution Authorizing Designated District Officials to Open and Maintain Bank Accounts with Lone Star National Bank.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Aug 5, 2025 07:52:53 CDT)

SUPERVISOR: Lorena Garcia (Aug 5, 2025 08:58:54 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 5, 2025 09:55:14 CDT)

Superintendent of Schools

RESOLUTION

Authorization to Open and Maintain Accounts

WHEREAS, the McAllen Independent School District ("District") has selected Lone Star National Bank as its authorized depository institution; and

WHEREAS, the District must establish and maintain bank accounts necessary for the management of public funds and execution of District business, in accordance with applicable state and federal laws, including Texas Education Code §§45.201–45.209, Title 19 Texas Administrative Code Chapter 109, and Board Policy CDA(Local) regarding depository contracts and public funds management;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Texas Education Code §45.201 and applicable board policy, that the Board of Trustees of the McAllen Independent School District authorizes the following individual(s) to open and maintain checking, savings, and other official District accounts with Lone Star National Bank, including but not limited to general operating, payroll, child nutrition, debt service, capital projects, and student activity accounts:

1. Lorena Garcia, Deputy Superintendent for Business and Operations
2. Joel Garcia, Chief Financial Officer

BE IT FURTHER RESOLVED, Lone Star National Bank is authorized to rely on this resolution until such time as the Board of Trustees provides written notice of any revocation or modification of this authorization.

BE IT FURTHER RESOLVED, this resolution shall take effect immediately upon its adoption and shall remain in effect until revoked, modified, or reaffirmed by the Board of Trustees. The Board shall review this resolution on an annual basis.

Adopted this 12th day of August, 2025, at a duly called meeting of the Board of Trustees of the McAllen Independent School District.

_____

Aaron D. Rivera,
President, Board of Trustees

ATTEST:

_____

Dr. Elizabeth Kittleman
Secretary, Board of Trustees

Approved as to form:

By: JOHNATHAN BALL (Aug 4, 2025 16:15:42 CDT)
Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action of a Resolution Authorizing Designated District Officials as Signatories on Bank Accounts with Lone Star National Bank

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District is transitioning depository services to Lone Star National Bank. This resolution formally authorizes designated officials to open and maintain checking, savings, and other required accounts on behalf of the District. This action is required to ensure proper financial administration and alignment with state law and board policy.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Texas Education Code §45.201 and applicable board policy, that the Board of Trustees of the McAllen Independent School District authorizes the following individual(s) to sign checks, drafts, and orders for payment; initiate or approve electronic transfers; and otherwise conduct authorized financial transactions on all accounts held at Lone Star National Bank, including but not limited to check issuance, wire transfers, ACH transactions, and online banking platform access:

1. Lorena Garcia, Deputy Superintendent for Business and Operations
2. Joel Garcia, Chief Financial Officer

LEGAL REVIEW:

Resolution was review and approved by Staff Attorney.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Resolution Authorizing Designated District Officials as Signatories on Bank Accounts with Lone Star National Bank.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Aug 5, 2025 07:53:27 CDT)

SUPERVISOR: Lorena Garcia (Aug 5, 2025 08:56:56 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 5, 2025 09:53:52 CDT)

Superintendent of Schools

RESOLUTION

Authorization of Signers for District Bank Accounts

WHEREAS, the McAllen Independent School District maintains various bank accounts for the purpose of managing public funds and ensuring operational continuity;

WHEREAS, the District is required to designate authorized signatories to conduct financial transactions in accordance with sound internal controls and applicable laws;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Texas Education Code §45.201 and applicable board policy, that the Board of Trustees of the McAllen Independent School District authorizes the following individual(s) to sign checks, drafts, and orders for payment; initiate or approve electronic transfers; and otherwise conduct authorized financial transactions on all accounts held at Lone Star National Bank, including but not limited to check issuance, wire transfers, ACH transactions, and online banking platform access:

1. Lorena Garcia, Deputy Superintendent for Business and Operations
2. Joel Garcia, Chief Financial Officer

BE IT FURTHER RESOLVED, all financial transactions shall comply with District policies regarding internal controls, including any dual-signature or approval requirements, thresholds, and multi-signature authorizations as required.

BE IT FURTHER RESOLVED, in the absence of the individuals named above, the Superintendent may designate a temporary alternate in writing, subject to ratification by the Board of Trustees.

BE IT FURTHER RESOLVED, the authority granted herein shall remain in effect until such time as the Board of Trustees provides written notice of any revocation or modification of this authorization.

BE IT FURTHER RESOLVED, this resolution shall take effect immediately upon its adoption and shall remain in effect until revoked, modified, or reaffirmed by the Board of Trustees. The Board shall review this resolution on an annual basis.

Adopted this 12th day of August, 2025, at a duly called meeting of the Board of Trustees of the McAllen Independent School District.

_____

Aaron D. Rivera,
President, Board of Trustees

ATTEST:

_____

Dr. Elizabeth Kittleman
Secretary, Board of Trustees

Approved as to form:

By: JOHNATHAN BALL (Aug 4, 2025 16:16:06 CDT)
Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on the Resolution of the Board Regarding Review of the Investment Policy CDA (Local)

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Public Funds Investment Act requires each local government to have a written investment policy in place that complies with the Public Fund Investment Act, Government Code 2256.005(e).

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

An annual review of the District's investment policy and strategy must be documented by formal action of the Board of Trustees. This action would also record any changes made to either the policy or strategies. The review yields no changes to the current policy. Attached please find the following item:

1. Current Policy CDA (LOCAL)

LEGAL REVIEW:

Reviewed by TASB Policy Services.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Resolution of the Board Regarding Review of the Investment Policy CDA (Local).

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Aug 4, 2025 14:07:07 CDT)

SUPERVISOR: Lorena Garcia (Aug 4, 2025 14:45:56 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 15:11:30 CDT)

Acting Superintendent of Schools

Investment Authority

The Superintendent or any other person designated by Board resolution shall serve as the investment officer of the District and shall invest and report District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by the Public Funds Investments Act, Section 2256 of the Government Code, and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, the U.S. government, its agencies and instrumentalities, excluding mortgage-backed securities with a maximum stated maturity of five years, as permitted by Government Code 2256.009.
2. Obligations of any state in the United States and their subdivisions rated A or better by a nationally recognized rating agency, with a maturity not to exceed five years, as permitted by Government Code 2256.009.
3. FDIC-insured or collateralized depository certificates of deposit collateralized in accordance with this policy, as permitted by Government Code 2256.010, to include the Promontory Network's CDARS and ICS deposits, with a stated maturity not to exceed two years.
4. NCUIF-insured share certificates from credit unions in Texas, as permitted by Government Code 2256.10.
5. Fully collateralized repurchase agreements, as defined by Government Code 2256.011. Flexible repurchase agreements for bond proceeds may extend for as long as three years, but not beyond the expenditure plan.
6. Prime banker's acceptances, as defined by Government Code 2256.012, with a stated maturity not to exceed one year.
7. A1/P1 commercial paper, or the equivalent, as permitted by Government Code 2256.013, not to exceed 365 days to stated maturity.

8. AAA-rated, SEC-registered money market mutual funds, as permitted by Government Code 2256.014, striving to maintain a $1 net asset value.

9. Texas local government investment pools, as defined by Government Code 2256.016, which strive to maintain a $1 net asset value.

10. FDIC-insured or collateralized interest-bearing accounts in any bank in Texas.

11. FDIC-insured brokered certificates of deposit securities from a bank in any state in the United States, delivered versus payment, not to exceed one year to maturity. Before a purchase, the investment officer shall verify the FDIC status of the bank.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

The total portfolio of the District shall have a maximum dollar weighted average maturity (WAM) of two years. The maximum allowable stated maturity of any other investment owned by the District shall not exceed five years from the time of purchase, with the exception of flex repurchase agreements. Matching the WAM and authorized investments, the District shall establish the two-year Treasury Note as the risk benchmarks for the portfolio.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements and buffer against unanticipated cash needs.

Other Debt Obligations

The maintenance tax notes, qualified school construction notes, and any other debt obligations shall be defined as a separate subportfolio and shall have a maximum dollar weighted maturity of two years. The maximum allowable stated maturity of such obligations shall not exceed five years from the time of purchase.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer. Under certain market conditions, funds may be maintained in one investment vehicle to ensure preservation and safety of principal.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

The investment officer shall monitor the credit ratings on no less than a monthly basis. If a required credit rating drops, the investment officer shall inform the Superintendent. Depending on the reason for the credit rating drop, the investment officer shall recommend either an immediate or delayed liquidation or sale.

Monitoring FDIC Status

The investment officer shall monitor on no less than a weekly basis the status and ownership of all banks issuing brokered CDs owned by the District, based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the investment officer shall immediately liquidate any brokered CD that places the District above the FDIC insurance level.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. Under certain market conditions, funds may be consolidated into one investment portfolio to ensure preservation and safety of principal. The maximum weighted average of the total portfolio, inclusive of all pooled fund groups, shall be two years. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated monthly cash flow re-

quirements. Maximum weighted average maturity shall be two years.

Custodial Funds — Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated monthly cash flow requirements. Maximum weighted average maturity shall be two years.

Debt Service Funds — Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Successive debt service payments must be funded before any extension. Maximum weighted average maturity shall be two years.

Other Debt Obligation Funds — Investment strategies for debt obligations such as maintenance tax notes and qualified school construction notes shall have as their primary objectives safety, investment liquidity, and maturity. The funds shall be sufficient to timely meet debt obligations in accordance with provisions in the note documents. Maximum weighted average maturity shall be two years.

Capital Project Funds — Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Investments should meet expected expenditure plans. Maximum weighted average maturity shall be two years.

Proprietary Funds — Investment strategies for proprietary funds (including any commingled pools containing proprietary funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. Investments made out of this fund will be considered suitable if they have a highly/actively traded secondary market and can be sold quickly and turned into immediate cash or invested in overnight funds or authorized local government investment pools. Maximum weighted average maturity shall be two years.

Safekeeping of District-Owned Securities — The District shall retain clearly marked receipts/legal documents providing proof of the District's ownership. All safekeeping shall be executed on a delivery-versus-payment basis.

Sellers of Investments — Prior to handling investments on behalf of the District, local government pools in which the District participates must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas

State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

Investment officers shall maintain information regarding the brokers, and the authorized brokers/dealers and representatives with distributors of investment pools list shall be reviewed annually by the Board.

Collateralization

The District shall require collateralization on all time and demand deposits and repurchase agreements. In order to anticipate market changes and to provide a level of security for all funds, the collateralization level shall be 102 percent of market value of principal and accrued interest. Mortgage-backed collateral for time and demand deposit shall be required to have a 110-percent margin.

Time and Demand Deposits

Collateral for time and demand deposits shall be pledged to the District and shall not be owned by the District. Collateral shall be pledged under a written agreement under the terms of FIRREA. Collateral shall be held by an independent third-party custodian approved by the District outside the holding company of the pledging bank. A clearly marked evidence of ownership (safekeeping receipt/report) shall be supplied to and retained by the District.

The custodian shall be required to provide monthly collateral reports directly to the District. The pledging bank shall be responsible for monitoring and maintaining the margins daily. The right of collateral substitution shall be granted with prior District approval. Acceptable collateral shall include only obligations of the U.S. government, its agencies and instrumentalities, including mortgage-backed securities, municipal bonds of any state rated A or better by two nationally recognized rating agencies, and approved letters of credit.

Repurchase Agreements

Repurchase collateral shall be owned by the District. Collateral shall be held by an independent third party approved by the District. A clearly marked evidence of ownership (safekeeping receipt/report) shall be supplied to and retained by the District. The custodian shall be required to provide timely collateral reports directly to the District. The counter party shall be responsible for monitoring and maintaining the margins daily.

Collateral for repurchase agreements should be worth 102 percent, but never lower than 101 percent. The right of collateral substitution shall be granted. Acceptable collateral shall include only obligations of the U.S. government, its agencies and instrumentalities,

including mortgage-backed securities, municipal bonds of any state rated A or better by two nationally recognized rating agencies.

Soliciting Bids for CDs

The District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To report exposure to changes in interest rates and other risks that could adversely affect the value of investments, the District shall report final and weighted-average-maturity data.

The District shall monitor interest rate risk using weighted average maturity, weighted average yield, and use diversification.

Internal Controls

A system of internal controls shall be established and documented by the investment officer in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds;
2. Avoidance of collusion;
3. Custodial safekeeping for collateral and safekeeping of District-owned securities;
4. Clear delegation of authority;
5. Written documentation of all transactions; and
6. Documentation of dealer questionnaires, bids/offers, evaluations, transactions, and rationale.

These controls shall be reviewed by the District's independent auditing firm.

Reports

In accordance with law, the investment officers shall prepare and submit to the Board in a timely manner a written, signed investment report at least quarterly. At a minimum, the report shall include the following:

1. Details of each investment and depository position held by the District.
2. The beginning and ending market and book value of the portfolio for the period reported.
3. Changes to the market value during the period.

4. Fully accrued interest and total investment income for the period.
5. The book and market value of each security and investment position.
6. The stated maturity date for each security and investment position.
7. The dollar weighted average maturity for the portfolio.
8. The yield of the benchmark and the portfolio yield for the comparable period.

The prices used for valuation of market value shall be obtained from an independent source.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

A RESOLUTION ADOPTING INVESTMENT POLICY AND INVESTMENT STRATEGY

WHEREAS, the Public Funds Investment Act codified in the Texas Government Code Chapter 2256 governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a), as amended, requires the McAllen Independent School District to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the McAllen Independent School District Board of Trustees has reviewed the Policy and decided to make no changes thereto.

NOW, THEREFORE, BE IT RESOLVED

That the McAllen Independent School District has complied with the requirements of the Public Funds Investment Act and the District's Investment Policy and adopts the Investment Policy and Investment Strategy, with no changes, as the Investment Policy and Strategy of the District for fiscal year 2025-2026.

PASSED, ADOPTED AND APPROVED by the Board of Trustees for the McAllen Independent School District in McAllen, Texas this the 12th day of August, 2025.

APPROVED:

Aaron D. Rivera
President, Board of Trustees

ATTEST

Dr. Elizabeth Kittleman
Secretary, Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on the Resolution Adopting Authorized Broker/Dealer List

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Public Funds Investment Act codified in Texas Government Code, Chapter 2256, governs local government investment. The Public Funds Investment Act (Section 2256.025), as amended, requires the governing body or its designated investment committee, no less than annually, to review, revise, and adopt a list of qualified broker/dealers authorized to engage in investment transactions.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The attached resolution names the broker/dealers as authorized broker/dealers for the District. These broker/dealers are being chosen for their competitiveness in the markets for the District's authorized investments.

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve a Resolution Adopting Authorized Broker/Dealer List.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Aug 5, 2025 07:51:54 CDT)

SUPERVISOR: Lorena Garcia (Aug 5, 2025 09:00:51 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 5, 2025 10:01:29 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 12th day of August, 2025.

APPROVED:

_____
Aaron D. Rivera
President, Board of Trustees

ATTEST

_____
Dr. Elizabeth Kittleman
Secretary, Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on the Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Texas Government Code 2256.008(a-1) requires that the investment officer of a school district shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities from independent sources approved by the governing body of the school district.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The attached resolution names the Deputy Superintendent for Business and Operations, Chief Financial Officer, Director of Accounting, Coordinator of Accounting, and the Coordinator for Budgeting as the District's Investment Officers. The resolution also includes approval of the following independent sources for investment officer training.

Texas Association of School Administrators (TASA)
Texas Association of School Boards (TASB)
Texas Association of School Business Officials (TASBO) and Affiliate Organizations
Texas Local Government Investment Pool (TexPool)
University of North Texas
Hilltop Holdings Inc.
Government Treasures Organization of Texas
LOGIC Investment Pool
Affiliate Organizations of Region One
Patterson & Associates - A Meeder Investment Company

LEGAL REVIEW:
Not Required.

BUDGETARY CONSIDERATIONS:
Cost of training is budgeted in the General Fund.

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve the Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Aug 4, 2025 14:07:33 CDT)

SUPERVISOR: lorena Garcia
lorena Garcia (Aug 4, 2025 14:44:45 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 15:12:06 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: Deputy Superintendent for Business & Operations, Chief Financial Officer, Director of Accounting, Coordinator of Accounting, and Coordinator for Budget. Said individuals are hereby authorized and directed to open and close bank accounts, deposit, withdraw, transfer, invest, and/or manage in any other manner the funds on behalf of MISD, as permitted by the District's Investment Policy (Government Code 2256.005).

Section 3. Public Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the governing body of this local government at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the governing body for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The governing body further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY, TEXAS, AT A REGULAR MEETING HELD THIS 12th DAY OF August 2025.

By _____
Aaron D. Rivera
President, Board of Trustees

ATTEST:

By _____
Dr. Elizabeth Kittleman
Secretary, Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

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

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the official record for Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The Administration asks that the Board of Education consider approval of the attached minutes.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

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

Regular Board Meeting June 24, 2025
Special Board Meeting July 30, 2025
Board Workshop July 31, 2025

Attachment: ☑

SUBMITTED BY: Natalia Goza **SUPERVISOR:**

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 7, 2025 14:34:20 CDT)

Superintendent of Schools

Approval of Board of Ed Meeting Minutes 08 12 24 530 PM

Final Audit Report 2025-08-07

Created:	2025-08-06
By:	Natalia Goza (natalie.goza@mcallenisd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvdbwv8s9dIMhEE8CcJodJec6z37wYanG

"Approval of Board of Ed Meeting Minutes 08 12 24 530 PM" History

Document created by Natalia Goza (natalie.goza@mcallenisd.net)
2025-08-06 - 2:51:54 PM GMT- IP address: 198.96.22.248

Document emailed to aaron.rivera@mcallenisd.net for signature
2025-08-06 - 2:52:57 PM GMT

Email viewed by aaron.rivera@mcallenisd.net
2025-08-07 - 7:16:32 PM GMT- IP address: 99.154.5.12

Signer aaron.rivera@mcallenisd.net entered name at signing as Aaron D. Rivera
2025-08-07 - 7:18:38 PM GMT- IP address: 99.154.5.12

Document e-signed by Aaron D. Rivera (aaron.rivera@mcallenisd.net)
Signature Date: 2025-08-07 - 7:18:40 PM GMT - Time Source: server- IP address: 99.154.5.12

Document emailed to RENE GUTIERREZ (rene.gutierrez@mcallenisd.net) for signature
2025-08-07 - 7:18:41 PM GMT

Email viewed by RENE GUTIERREZ (rene.gutierrez@mcallenisd.net)
2025-08-07 - 7:19:33 PM GMT- IP address: 146.75.164.0

Document e-signed by RENE GUTIERREZ (rene.gutierrez@mcallenisd.net)
Signature Date: 2025-08-07 - 7:34:20 PM GMT - Time Source: server- IP address: 198.96.22.249

Agreement completed.
2025-08-07 - 7:34:20 PM GMT

Adobe Acrobat Sign

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action of Travel for Board of Trustees

REFERENCE: Goal 2 - People Development

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Policy requires Board Members to submit travel requests to the Board in advance when practical. The Board plans to attend the Texas Association of School Administrators(TASA)/Texas Association of School Boards(TASB) Convention, Houston, Texas at the George R. Brown Convention Center, September 11-14, 2025.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The Board of Trustees will report on the following trip(s):

- TASA/TASB Convention, Houston, TX September 11-14, 2025 Registration will be $485.00 for each participant and hotel prices vary from $159 - $290 a night, with travel at approx $254 for each.

LEGAL REVIEW:
None

BUDGETARY CONSIDERATIONS:
Funds for this trip have been allocated through the Board of Trustees' Budget

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve the travel request to attend

- The Board attend the TASA/TASB Convention, Houston, Texas September 11-14, 2025

SUBMITTED BY: Natalia Goza **SUPERVISOR:**

For further information contact:
Name: Natalia Goza
Office: (956) 618-6094
eMail: natalie.goza@mcallenisd.net
eMail: natalie.goza@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2025 14:33:25 CDT)

Superintendent of Schools

Approval of Travel for Board of Trustees (08 27 24)

Final Audit Report 2025-08-07

Created:	2025-08-06
By:	Natalia Goza (natalie.goza@mcallenisd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9clhjqBxG0IBmSWXzjdFVPigMZ4H_Hjg

"Approval of Travel for Board of Trustees (08 27 24)" History

Document created by Natalia Goza (natalie.goza@mcallenisd.net)
2025-08-06 - 4:30:56 PM GMT- IP address: 198.96.22.248

Document emailed to aaron.rivera@mcallenisd.net for signature
2025-08-06 - 4:31:24 PM GMT

Email viewed by aaron.rivera@mcallenisd.net
2025-08-07 - 7:17:42 PM GMT- IP address: 99.154.5.12

Signer aaron.rivera@mcallenisd.net entered name at signing as Aaron D. Rivera
2025-08-07 - 7:18:09 PM GMT- IP address: 99.154.5.12

Document e-signed by Aaron D. Rivera (aaron.rivera@mcallenisd.net)
Signature Date: 2025-08-07 - 7:18:11 PM GMT - Time Source: server- IP address: 99.154.5.12

Document emailed to RENE GUTIERREZ (rene.gutierrez@mcallenisd.net) for signature
2025-08-07 - 7:18:12 PM GMT

Email viewed by RENE GUTIERREZ (rene.gutierrez@mcallenisd.net)
2025-08-07 - 7:19:41 PM GMT- IP address: 146.75.164.0

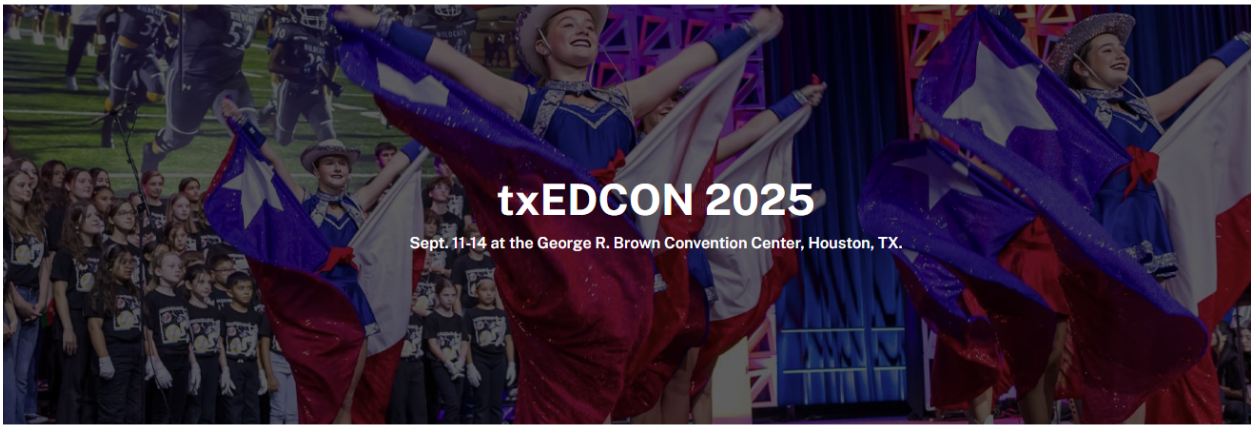
Document e-signed by RENE GUTIERREZ (rene.gutierrez@mcallenisd.net)
Signature Date: 2025-08-07 - 7:33:25 PM GMT - Time Source: server- IP address: 198.96.22.249

Agreement completed.
2025-08-07 - 7:33:25 PM GMT

Adobe Acrobat Sign

txEDCON

About Program Registration Housing Exhibit Hall



Registration

Get all the txEDCON registration details you need.

Housing

Are you attending txEDCON? Get your housing info here.

TASB Delegate Assembly Registration

Learn what Delegate Assembly is and how to register your board's delegate and alternate.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Report Regarding Superintendent Authority to Hire Professional Staff from June 24 – August 11, 2025

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On June 24th the Board of Trustees authorized the Superintendent the authority to hire all professional staff during June 24 – August 11th.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

A listing will be provided in Close Session.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Not Applicable.

RECOMMENDED BOARD ACTION:

This item is for information purposes only.

Attachment: ☐

SUBMITTED BY: Alberto Canales
Alberto Canales (Aug 7, 2025 14:29:53 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 7, 2025 14:36:43 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2025 14:37:45 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2025-2026

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 2025-2026.

Attachment: ☐

SUBMITTED BY: Alberto Canales (Aug 1, 2025 08:14:23 CDT)

SUPERVISOR: Lorena Garcia (Aug 4, 2025 08:31:31 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 10:01:05 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

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
Alberto Canales (Aug 1, 2025 08:14:01 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 4, 2025 08:32:38 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: alberto.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 10:01:30 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 12, 2025

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

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Not Applicable.

RECOMMENDED BOARD ACTION:

This item is for information only. No Board action required.

Attachment: ☐

SUBMITTED BY: Alberto Canales
Alberto Canales (Aug 1, 2025 08:13:34 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 4, 2025 08:33:00 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 4, 2025 10:01:57 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 24, 2025

SUBJECT: Discussion and Possible Action of Recommendation for Principal at McAllen Memorial High School for 2025-2026

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The position of Principal at Memorial High School is a vacancy for the 2025-2026 school year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The high school principal pool vacancy was posted on June 25, 2025 and interviews were conducted on July 21, 2025. The interview committee made their recommendation to the Superintendent. Recommendation will be presented under separate cover.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

This is a budgeted position.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Superintendent's recommendation for the Principal at Memorial High School for 2025-2026.

Attachment: ☐

SUBMITTED BY: Alberto Canales
Alberto Canales (Aug 7, 2025 14:30:37 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Aug 7, 2025 14:31:37 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2025 14:35:02 CDT)

Superintendent of Schools