



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

VISION	The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.
MISSION	The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.
GOALS	<ol style="list-style-type: none">1. Student Achievement/Student Focus2. People Development3. Facility Priorities4. Financial Priorities
STRATEGIES	<ol style="list-style-type: none">1. Branding2. Attract/Retain High Quality Staff3. Engaging Learning Environment4. Rigorous/World Class Standards to Customize for Every Learner5. Partnerships with Business/Civic/Education/Organizations6. Future Ready Students7. Financial Priorities

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, August 10, 2020, beginning at 5:00 PM Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501. At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

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

Attention: The regular business portion of the meeting for the public, beginning with agenda item #4, will begin at approximately 6:00 p.m.

1. CALL MEETING TO ORDER

2. PUBLIC COMMENT(S)

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

- A) Human Resources Recommendation(s) for School Year 2020-2021
- B) Human Resources Employee Resignation(s) for School Year 2019-2020
- C) Human Resources Employee Resignation(s) for School Year 2020-2021
- D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

4. RECONVENE IN OPEN SESSION

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. SUPERINTENDENT'S REPORT(S) - Community Congratulates Region One Board of The Year

Presenter: Dr. J. A. Gonzalez, Superintendent

8. BOARD REPORT

9. RECOGNITION(S)

10. PROCLAMATION(S)

11. DONATION(S)

12. BOARD MEMBER(S), BOARD COMMITTEE(S) AND DISTRICT REPORT(S)

A) Board Committee Reports

1. Instructional Services Briefing - Chair - Sam Saldivar, Jr.
2. Human Resources Briefing - Chair - Tony Forina
3. District Operations Briefing - Chair - Debbie Crane Aliseda
4. Business Operations Briefing - Chair - Danny Vela

B) District Reports

1. Report Regarding the Delinquent Tax Collections for the Period of April 1, 2020 to June 30, 2020
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Report Regarding 19-20 College Admissions, Financial Aid, and Scholarships
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Leadership

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Report Regarding Telemedicine Services Option for McAllen ISD Students
Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

4. Report Regarding Interlocal Cooperative Agreement No. 2020-008 Region One ESC Library Services and Instructional Resources Cooperative
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

5. Report Regarding Interlocal Cooperative Agreement No. 2020-022 Region One ESC Local Assessment Fees for Special Service Projects
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

6. Report Regarding Interlocal Cooperative Agreement No. 2020-041 Region One ESC Personnel Services Cooperative
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

7. Report Regarding Taxes Collected for June 2020
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

13. ACTION ON ITEM(S) IN CLOSED SESSION

- A) Approval of Human Resources Recommendation(s) for School Year 2020-2021
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

- B) Human Resources Employee Resignation(s) for School Year 2019-2020
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

- C) Human Resources Employee Resignation(s) for School Year 2020-2021
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

- D) Pending and/or Potential Litigation

- E) Possible Real Estate Acquisition

14. CONSENT AGENDA ITEMS

- A) Approval of Interlocal Agreement No. 2021-066 South Texas Dual Credit Program for the 2020-2021 School Year
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

- B) Approval of Memorandum of Understanding No. 2021-082 Kids Village Montessori Learning Center for the 2020-2021 School Year
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

- C) Approval of 2020-2021 Student Code of Conduct
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

- D) Approval of 2020-2021 Texas Teacher Evaluation and Support System (T-TESS) Calendar
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

- E) Approval of 2020-2021 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

F) Approval of Proposed Increase in Adult/Visitor Meal Pricing for 2020-2021 School Year

Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

G) Approval of Bid No. 2021-072 - Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid

Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

H) Approval of First Amendment to the Agreement with Lynn Lee Inc. (Dairy Queen) through RFO 2018-058 Field Naming Rights for the McAllen Veterans Memorial Stadium

Item Submitted: Norma Zamora-Guerra, Director Community Information

Presenter: Dr. J. A. Gonzalez, Superintendent

15. INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS

A) **Instructional Services Item(s)** (Dr. Silvia Ibarra) **Instructional Leadership Item(s)** (Bridgette Vieh)

B) **Human Resources Item(s)** (Todd Miller)

1. Approval of Update to Board Policy EIC (LOCAL) - Academic Achievement Class Ranking (Second Reading)

Item Submitted: Todd Miller, Assistant Superintendent

Presenter: Dr. J. A. Gonzalez, Superintendent

C) **District Operations Item(s)** (Arely Benavides)

1. Approval of Request for Qualifications No. 2021-046 for Telemedicine Services

Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

D) **Business Operations Item(s)** (Cynthia Medrano Richards)

1. Approval of the McAllen Independent School District July Budget Amendment for Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021

Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

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

1. Approval of Board of Education Meeting Minutes

a) Regular Board Meeting Jun 15, 2020 5:00 P.M.

b) Board Workshop June 17, 2020 5:30 P.M.

c) Regular Board Meeting June 22, 2020 5:00 P.M.

d) Special Board Meeting July 8, 2020 12:00 P.M.

16. SCHEDULE OF FUTURE MEETINGS

A) Special Board Meeting - August 26, 2020 - 5:30 P.M. - Virtual

B) Regular Board Meeting - August 31, 2020 - 5:00 P.M. - Virtual

C) Regular Board Meeting - September 14, 2020 - 5:00 P.M. - Virtual

D) Regular Board Meeting - September 28, 2020 - 5:00 P.M. - Virtual

17. CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.

18. OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.

19. 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.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on August 7, 2020 at 4:00 P.M.

Natalia Goza

For the Board of Trustees

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



6 Superintendent of Schools



Fourth Quarter Report

April 1, 2020 to June 30, 2020

Linebarger Goggan Blair & Sampson, LLP

1512 S. Lone Star Way., Edinburg, Texas 78539

Phone: 956-383-4500

Fax: 956-383-7820

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
1512 S. Lone Star Way
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

August 10, 2020

Mr. Conrado Alvarado, President
Mr. Sam Saldivar, Jr., Vice-President
Mr. Tony Forina, Secretary
Ms. Debbie Crane Aliseda, Trustee
Mr. Larry Esparza, Trustee
Mr. Marco Suarez, Trustee
Mr. Daniel D. Vela, Trustee
Dr. José A. Gonzalez Ed. D, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501

RE: Delinquent Tax Collection for April 1, 2020 through June 30, 2020

Dear Dr. Gonzalez 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, legal assistants and a certified tax assessor collector 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
Partner

LINEBARGER GOGGAN BLAIR & SAMPSON APPROACH

The delinquent tax collection program for the McAllen Independent School District continues to emphasize two basic premises: work with individual taxpayers to collect taxes owed to McAllen Independent School District and use tool of litigation as a final option.

DEMAND MAILINGS

Our extensive mailing program is designed to advise people who have not paid their McAllen Independent School District taxes of their delinquency. During the course of this fourth quarter, we sent delinquent notices, with varying degrees of intensity to the 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.

- 2 Demand Mailings—\$1,805,530 in base tax, penalty & interest

Taxpayer Contact

- *Over 2,578 Phone Calls*
- *Over 199 Payoff Requests*
- *Over 295 Accounts Paid in Full*
- *81 Accounts Coded Financially Affected by COVID-19*

SUMMARY

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.

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits Filed	22	\$73,441
• Lawsuits Disposed	32	\$124,338
• Judgments Taken	6	\$22,272
• Pending Litigation as of July 2020	348	\$1,900,226

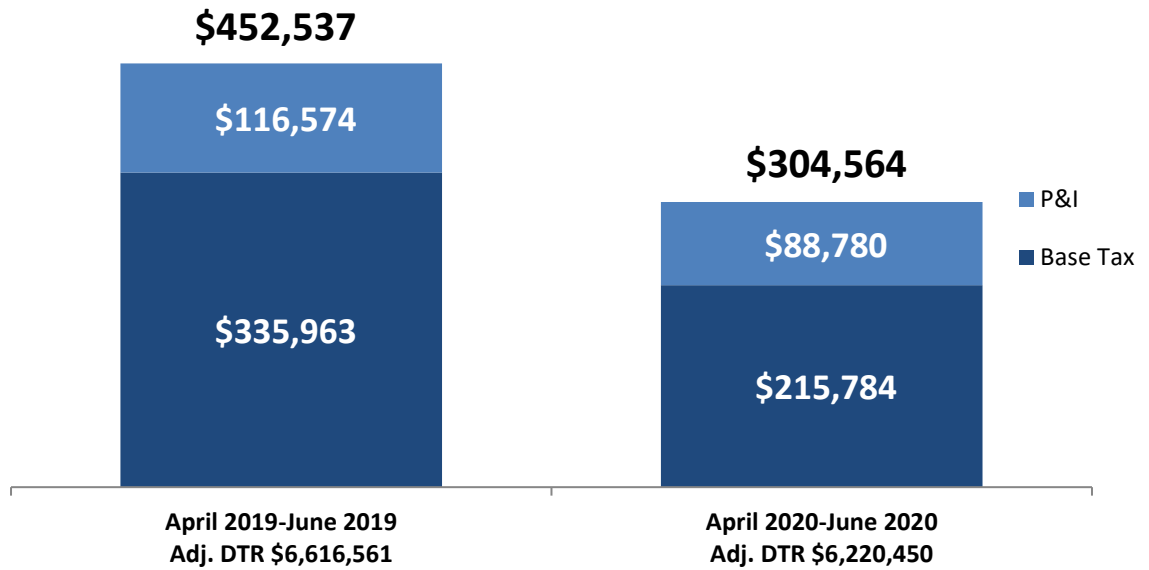
Tax Sale Activity

Our Office regularly monitors all judgments we take on behalf of McAllen Independent School District. During this quarter, one (1) tax sale was conducted, placing three (3) properties for sale.

Tax Sale Result	Number of Properties	Base, Penalty and Interest
• Sold	1	\$5,686
• Struck Off	1	\$2,255
• Pulled Before Sale	1	\$49,796

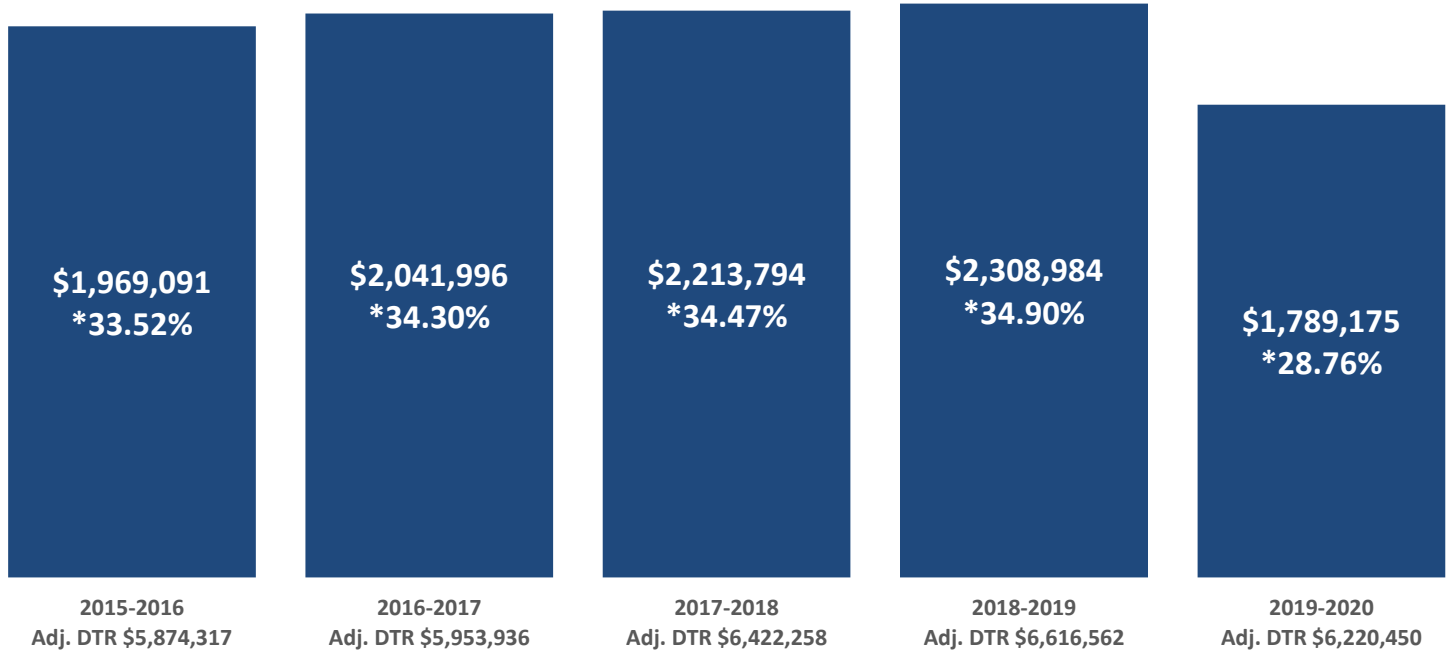
COLLECTION HIGHLIGHTS

FOURTH QUARTER COLLECTION COMPARISON



Source: Hidalgo County Tax Office

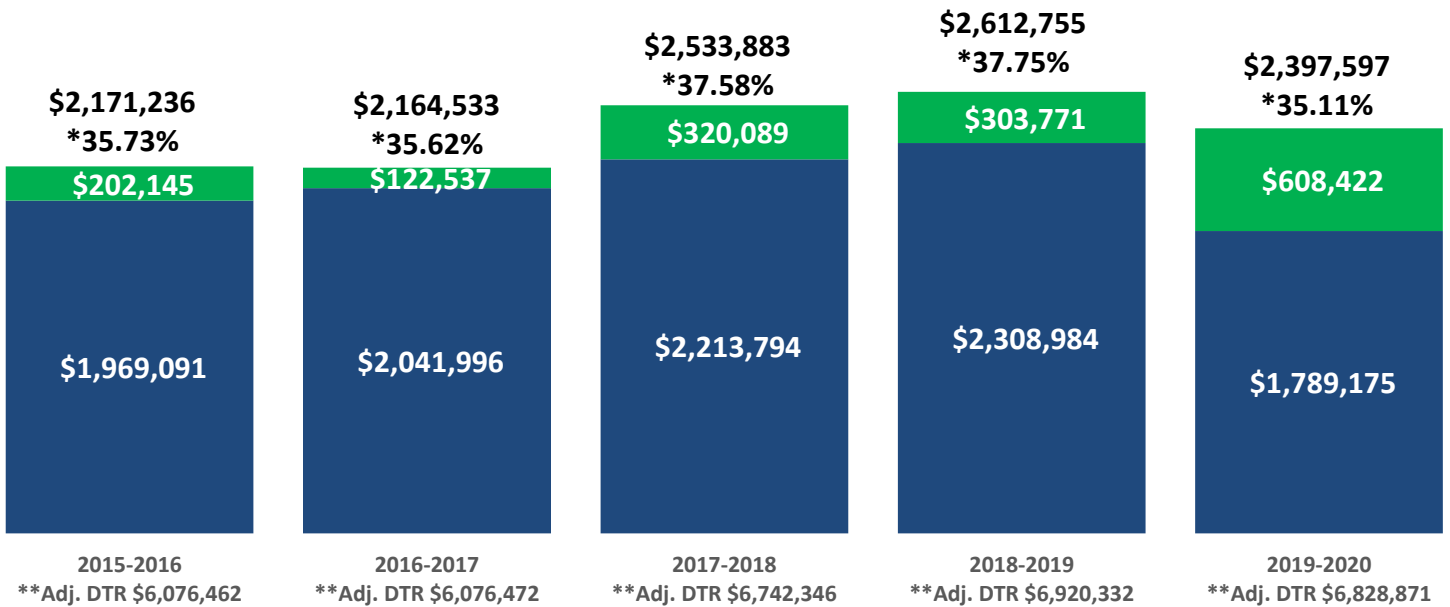
Fiscal Year Collection Comparison



■ Reported Net Base Tax Collected

*Collection percentages based upon net collections

Source: Hidalgo County Tax Office



■ Reported Net Base Tax Collected ■ Base Tax Collected and Refunded

*Collection percentages based upon gross collections

**Adjusted DTR Calculation = Original DTR – Modifications excluding refund triggering amounts

Source: Hidalgo County Tax Office

PROPERTY VALUE STUDY

Our firm has resolved the 2019 Property Value Study (“PVS”) Self-Report Appeal for McAllen Independent School District. The appeal was the result of gathering evidence to correct the Comptroller’s estimates of the District’s available taxable wealth. The appeal resulted in a value reduction of **\$71,921,564**. The new 2019 PVS assigned local value is **\$7,544,931,198**. This will result in an estimated **\$944,795** in additional state aid gain. In addition, our firm has also filed a 2012, 2013, 2014, 2015, and 2016 Property Value Study Audit for McAllen Independent School District. These PVS audits cover reductions from the **gas compressor lawsuits**. The audits were the result of gathering evidence to correct the Comptroller’s estimates of the District’s available taxable wealth.

FUTURE OVERVIEW

In light of the COVID19 pandemic, our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for the McAllen Independent School District. We will continue to offer firm yet flexible payment options for taxpayers who are financially impacted by the effects of COVID19.

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

During COVID19, our office has observed an increase in bankruptcy filings amongst major businesses, including but not limited to businesses such as: Logan’s Roadhouse of Texas, Inc., J.C. Penney Corporation, Inc., Hertz Local Edition Corp., General Nutrition Corporation (“GNC”), and CEC Entertainment, Inc. (“Chuck E. Cheese”). As a continuation of our standard operating practice, we will actively monitor and verify these and all other accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the School District.

Mailing Program

We completed our scheduled mailing on behalf of the School District for the upcoming quarter. In addition to our scheduled mailing, we have implemented a compassionate letter program directed to taxpayers who are otherwise non-responsive to phone calls. These compassionate letters inform the delinquent taxpayer of options available for payment during this difficult period.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Any judgment without taxpayer response will be further reviewed and scheduled for possible tax sale. However, at this time, we are limiting our tax sale program to non-homestead properties, with an emphasis on vacant lots or abandoned property.

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 assist and advise on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

Report Regarding 19-20 College Admissions, Financial Aid & Scholarships

August 10, 2020

2017- 2018 thru 2019-2020 College Admission Applications Submitted

High School	June 2018 Admissions Application to at least one college	June 2019 Admissions Application to at least one college	June 2020 Admissions Application to at least one college
McAllen High School	440/480 (92%)	502/502 (100%)	429/487 (90.14%)
Memorial High School	409/420 (97%)	448/450 (99.5%)	412/415 (99.28%)
Rowe High School	445/449 (99%)	441/445 (99%)	401/406 (98.77%)
Lamar IB	70/70 (100%)	82/82 (100%)	120/120 (100%)
Lamar Options	99/99 (100%)	98/98 (100%)	110/111 (99%)
Achieve Early College High School	83/83 (100%)	108/108 (100%)	89/89 (100%)

2017- 2018 thru 2019-2020 Financial Aid Applications Submitted

High School	June 2018 FAFSA/TASFA	June 2019 FAFSA/TASFA	June 2020 FAFSA/TASFA
McAllen High School	412/480 (86%)	502/502 (100%)	347/487 (76.18%)
Memorial High School	403/420 (96%)	446/450 (99%)	295/415 (71.08%)
Rowe High School	390/449 (87%)	442/445 (99%)	393/406 (96.80%)
Lamar IB	68/68 (100%)	82/82 (100%)	81/120 (67.5%)
Lamar Options	71/99 (72%)	98/98 (100%)	42/111 (38%)
Achieve Early College High School	83/83 (100%)	108/108 (100%)	89/89 (100%)

Amounts by Organization

INDEPENDENT SCHOOL DISTRICT		2019-20 Business & Foundations	2019-20 Parent & School Organizations	2019-20 Memorial	2019-20 Community Organizations	2019-20 Military Educational Funds	2019-20 University & Colleges	2019-20 Comp HS Total	2019-20 IB Total	2019-20 GRAND TOTAL
McAllen High School	Comp HS	\$1,700.00	\$31,310.00	\$14,500.00	\$5,850.00	\$323,500.00	\$7,006,010.00	\$7,382,870.00		\$14,379,138.00
	IB	\$875.00	\$1,000.00	\$3,500.00	\$3,725.00	0	\$6,987,168.00		\$6,996,268.00	
McAllen Memorial High School	Comp HS	\$5,200.00	\$12,350.00	\$2,000.00	\$34,200.00	\$117,000.00	\$7,496,901.00	\$7,667,651.00		\$18,215,497.00
	IB	0	\$2,000.00	\$1,500.00	\$5,700.00	0	\$10,538,646.00		\$10,547,846.00	
James "Nikki" Rowe High School	Comp HS	\$31,800.00	\$34,000.00	\$5,276.00	\$11,775.00	\$1,361,500.00	\$6,077,603.00	\$7,521,954.00		\$16,370,849.00
	IB	\$875.00	\$4,900.00	\$1,500.00	\$500.00	0	\$8,841,120.00		\$8,848,895.00	
Lamar Academy		\$1,200.00	\$3,600.00	\$2,250.00	\$15,400.00	\$242,500.00	\$340,500.00	\$605,450.00	NA	\$605,450.00
Achieve Early College		\$29,200.00	\$1,100.00	\$3,500.00	\$29,000.00	0	\$4,391,582.00	\$4,454,382.00	NA	4,454,382.00
TOTAL		\$69,100.00	\$82,360.00	\$27,526.00	\$96,225.00	17 \$2,044,500.00	\$25,312,596.00	\$27,632,307.00	\$26,393,009.00	\$54,025,316.00

2017-18 to 2019-20

	17-18 Total (including \$10,209,727.00 from IB)	18-19 Comp HS	18-19 IB	18-19 Total	19-20 Comp HS	19-20 IB	19-20 Total
McAllen High School	\$8,060,235.00	\$8,422,903.00	\$5,386,658.00	\$13,809,559.00	\$7,382,870.00	\$6,996,268.00	\$14,379,138.00
McAllen Memorial High School	\$13,019,690.00	\$10,795,502.00	\$4,749,064.00	\$15,564,566.00	\$7,667,651.00	\$10,547,846.00	\$18,215,497.00
James "Nikki" Rowe High School	\$10,863,350.00	\$8,931,403.00	\$4,332,638.00	\$13,264,041.00	\$7,521,954.00	\$8,848,895.00	\$16,370,849.00
Lamar Academy	\$388,400.00	\$1,071,005.00	NA	\$1,071,005.00	\$605,450.00	NA	\$605,450.00
Achieve Early College	\$7,278,758.00	\$7,066,764.00	NA	\$7,066,764.00	\$4,454,382.00	NA	4,454,382.00
TOTAL	\$39,610,433.00	\$36,287,577.00	\$14,488,360.00	\$50,775,935.00	\$27,632,307.00	\$26,393,009.00	\$54,025,316.00



McAllen Independent School District High School End of Year Scholarship Amounts

2014-15
\$25,463,728.00
End of Year Amount

2013-14
\$24,993,214.00
End of Year Amount

2012-13
\$23,059,769.00
End of Year Amount

2011-12
\$19,195,380.00
End of Year Amount

2010-11
\$15,735,262.00
End of Year Amount

2018-19
\$50,733,937.00
End of Year Amount

2017-18
\$39,610,433.00
End of Year Amount

2016-17
\$39,177,174.00
End of Year Amount

2015-16
\$36,643,313.00
End of Year Amount

2019-20
\$54,025,316.00
End of Year Amount

Questions?



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Adalia Del Bosque, RN, MSN, NCSN*
Adalia Del Bosque, RN, MSN, NCSN (Aug 5, 2020 16:23 CDT)

SUPERVISOR: *Arely*
Arely Benavides (Aug 5, 2020 16:30 CDT)

Approved for presentation to the Board of Education:

J. Alexander

21 _____
Superintendent of Schools



INDEPENDENT SCHOOL DISTRICT

McAllen ISD Telemedicine

August 10, 2020

Telemedicine: Connecting Our Students to Healthcare



Students will have access to an **on-demand**, Texas-based **pediatrician, nurse practitioner** or **physician assistant** from their campus clinic.



MISD Nurses will be provided all **technology equipment**, supplies to perform **diagnostic tests** (ex: flu, rapid test for strep), or other **treatment** (ex: wound care, administer medication) per the clinician's orders at no cost to the school.



All students will require **parental consent** to receive services.

up to
age 21



Medicaid



Additional Details

- Students up to the age of **21** are eligible for services.
- Telemedicine will come at NO cost to the district.
- Services will be automatically billed to the child's insurance, and applicable copays will apply.
- CHIP/Medicaid will be accepted at no cost to the family.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Alejandra Gonzalez (Purchasing)*
Alejandra Gonzalez (Purchasing) (Jul 27, 2020 15:02 CDT)

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Alexander

25
Superintendent of Schools

Region One Education Service Center

1900 West Schunior ♦ Edinburg, TX 78541 ♦ Phone (956) 984-6000 Fax (956) 984-7655

DISTRICT/CHARTER COMMITMENT FORM LIBRARY SERVICES & INSTRUCTIONAL RESOURCES COOPERATIVE

2019-2020 School Year

108906 - MCALLEN ISD

School District Name

1. Membership Rate Per Student	\$3.20
2. Total Enrollment (PEIMS 2018-2019 Enrollment)	22,875
3. District's Participation Commitment	\$ 73,200.00

NOTE: DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2019.

Please email a purchase order *after September 1, 2019* to ffuentes@esc1.net for the district's participation commitment.



July 30, 2019

Signature of Superintendent

Date

Jose A. Gonzalez

956-618-6000

Printed/Typed Name of Superintendent

Telephone Number

Jenny Ann BVega

JennyAnn.Vega@mcallenisd.net

Printed/Type Name of District Library Contact

Email Address for District Library Contact

Committing to the Library Services & Instructional Resources Cooperative ensures that your district will continue to receive services for the 2019-2020 school year.

Please return this commitment form to confirm participation in the Library Services & Instructional Resources cooperative for the 2019-20 school year before August 1, 2019. DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2019.

Form can be emailed to ffuentes@esc1.net or mailed to: Region One Education Service Center, ATTN: Library Services & Instructional Resources, 1900 West Schunior, Edinburg, TX 78541.

ESC Use Only:

Local Rev Media Commitments -- 162-00-5729-10-241-000

Approved as to form:

Atlas, Hall & Rodriguez, LLP by:

Stephen L. Crain

26

Stephen L. Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Alejandra Gonzalez (Purchasing)*
Alejandra Gonzalez (Purchasing) (Jul 27, 2020 15:02 CDT)

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Alexander

27
Superintendent of Schools

**Local Assessment Fee for Special Service Projects
Commitment Form
2019-2020 School Year**

McAllen Independent School District
School District Name

Purchase Order #

1. Total Refined ADA:
(For 2018-2019 school year)

21,160.76

2. Rate per ADA:

\$1.19

3. District's Fund Commitment:

\$25,181.31



Signature of Superintendent

Dec 4, 2019

Date

Dr. Jose Gonzalez

Typed Name of Superintendent

Please return the Commitment Form and Purchase Order by **December 19, 2019** to:

Dr. Cornelio Gonzalez, Executive Director
Region One Education Service Center
1900 West Schunior
Edinburg, Texas 78541

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Alejandra Gonzalez (Purchasing)*
Alejandra Gonzalez (Purchasing) (Jul 27, 2020 15:01 CDT)

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Alexander

29
Superintendent of Schools



REGION ONE EDUCATION SERVICE CENTER
PERSONNEL SERVICES COOPERATIVE

SCHOOL DISTRICT COMMITMENT
2019-2020

RECEIVED
AUG 29 2019
HUMAN RESOURCES

McAllen ISD agrees to participate in the Personnel Services Cooperative for the 2019 – 2020 school year in accordance with the attached description of cooperative services and following fee schedule.

Region One Personnel Services Cooperative fees are based on the 2017-2018 ADA as follows:

#Students	New Districts	Continuing	#Students	New Districts	Continuing
0-500	\$1,313	\$ 876	7001-9000	\$8,311	\$5,687
501-1000	\$1,749	\$1,386	9001-12000	\$9,624	\$6,125
1001-2000	\$3,062	\$2,625	12001-15000	\$10,498	\$6,563
2001-3000	\$4,374	\$3,500	15001-20000	\$11,374	\$6,998
3001-5000	\$5,687	\$4,374	20001-30000	\$12,248	\$7,436
5001-7000	\$6,998	\$5,249	30,000+	\$12,792	\$7,874

District 2017-2018 reported RADA: 21825 \$7436

J. Adansby

Signature

Jose Gonzalez

Typed Name of Authorized Administrator

Sep 4, 2019

Date

Superintendent of Schools

Title

Approved as to form:
Atlas, Hall, Rodriguez LLP
by: Stephen L. Crain
Stephen Crain

Please return a signed copy of this form with a check or purchase order by August 23, 2019.

Invoice district in Sept. 2019	Check Enclosed	Purchase Order Enclosed
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Please mail, email or fax this form to:

Melissa Aguero Ramirez
Personnel Support Services
Region One ESC
1900 W. Schunior
Edinburg, Texas 78541
Fax: 956.984.7653


You may contact Melissa Aguero Ramirez at 956.984.6100 or email maramirez@esc1.net if you have any questions or would like additional information about this cooperative.

For internal use only: Please deposit into account number: 199-00-5729-00-287-0-00-000

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


31 _____
Superintendent of Schools

mm

PREPARED BY: MELINDA MENDOZA

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
JUNE 2020

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 2019/2020	COLLECTED 2018/2019
2019 TAX ROLL	87,450,096.49	84,183,949.50		(164,615.83)	3,101,531.16	96.45%	96.75%
2018 & PRIOR YRS ROLLBACK	7,016,993.60 85,492.19	1,789,174.61 72,032.74	(161,610.41)	(634,933.10) 40,814.38	4,431,275.48 54,273.83	28.76% 57.03%	34.90% 66.07%
TOTALS	94,552,582.28	86,045,156.85	(161,610.41)	(758,734.55)	7,587,080.47		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2020

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	798,449.58	(5,100.01) CURRENT
CURRENT YEAR-P&I	105,925.80	(1,085.75) PRIOR
PRIOR YEARS-BASE TAX	100,834.00	
PRIOR YEARS-P&I	36,945.44	22,272.60 ROLLBACK
ROLLBACK	-	
ROLLBACK P&I	-	
ATTORNEY FEES	26,133.44	- PURGED
TOTAL COLLECTIONS	1,068,288.26	16,086.84
LESS TRANSFERRED	696,570.60	
LESS IN TRANSIT	358,355.12	
LESS DUE TO HCAD COMM FEES	167.54	
LESS DUE TO CO TREASURER	13,195.00	
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 IS CORRECT.

Pablo Paul Villarreal Jr.

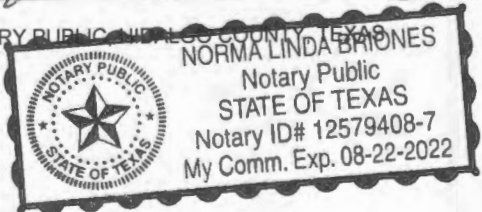
ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JULY 2020 A.D.

Norma Linda Briones

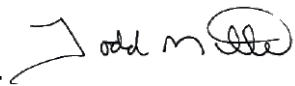
NOTARY PUBLIC



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

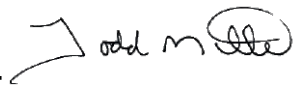


33 _____
Superintendent of Schools **Jul 30, 2020**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

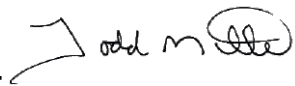


34 _____
Superintendent of Schools **Jul 30, 2020**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



35 _____
Superintendent of Schools **Jul 30, 2020**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Lilia Sandoval Silva*

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Aug 6, 2020 10:38 CDT)

Approved for presentation to the Board of Education:

J. X. Douglas

36 _____
Superintendent of Schools



Office of the President

3201 W. Pecan Blvd.
McAllen, TX 78501
t 956-872-8366
f 956-872-8368

P.O. Box 9701, McAllen, TX 78502-9701
www.southtexascollege.edu

July 6, 2020

Dr. Jose A. Gonzalez
Superintendent
McAllen Independent School District
2000 N. 23rd St.
McAllen, TX 78501

Dear Dr. Gonzalez,

I want to congratulate and extend a thank you for your continued commitment and partnership to our Dual Credit Programs. Over 115,000 dual credit students have participated in the program and over 11,000 certificates and/or associate degrees have been awarded since its establishment. The success of the program has prepared the students to transition into the workforce or continue their postsecondary education.

The Dual Credit Programs continue to provide students the unique opportunity and access to higher education while instilling and creating a “college-going” culture. This year the Program was the first in the state of Texas to receive the prestigious accreditation by the National Alliance of Concurrent Enrollment Partnerships (NACEP). This historical accolade is a testament to the Programs’ achievement on meeting NACEP’s accreditation highest standards when it comes to concurrent enrollment, dual credit initiatives, and displaying greater accountability through program evaluation.

I am sending you an electronic copy of the Interlocal Agreement between South Texas College and the School District. This Interlocal Agreement is the agreement 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 contract, contact Glenda A. De Anda, Administrative Assistant for Dual Credit Programs at 956-872-3520 or via email at gdeanda1@southtexascollege.edu. She will make arrangements for pickup of the interlocal agreement.

I extend a deep appreciation for your support to our partnership and dedication to student success.

With warm regards,

Shirley A. Reed, M.B.A., Ed.D.
President



SOUTH TEXAS
COLLEGE

Interlocal Agreement

South Texas College Dual Credit Programs

SOUTH TEXAS COLLEGE (herein called the “College”) and **MCALLEN INDEPENDENT SCHOOL DISTRICT** (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 24, 2020 to August 24, 2021, 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,

NON-DISCRIMINATION

The College prohibits discrimination, including harassment, 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 Policy #4216: Harassment, Discrimination, and Sexual Misconduct** <https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf>

1) IA PURPOSE

The purpose of this IA is to outline the roles and responsibilities of the College and the School Districts 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 Memorandum of Understanding is required by the Texas Education Agency for Early College High Schools, T-STEM 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 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 their Higher

Education partner. The following statement must be included in all the School District’s publications and/or advertisements in regards to the Dual Credit Programs:

“[ISD name] collaborates with South Texas College, our Higher Education partner, to offer college credit hours, college certificates and degrees, while saving families hundreds of thousands of dollars by waiving tuition and fees.”

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

3) **ACADEMIC POLICIES & PROCEDURES**

Regular 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 DegreeWorks for all dual credit students.

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 remedial, kinesiology, 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 quality of instruction and compliance with the College’s policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual - Academic Affairs Division***.

- i. The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Programs meets the credential requirements as stated in the College’s ***Board Policy #4151 Academic and Professional Credentials for Faculty***, 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 Blackboard Fundamentals and Instructional Continuity Trainings offered through the College's Distance Learning Department prior to or during their first semester teaching Dual Credit Program courses.

- vi. College and Dual Credit Faculty teaching dual credit courses should 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. Refer students not on the roster to the appropriate School District counselor and the Dual2Degree 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 Office of Professional and Organizational Development during the summer prior to, or the Fall semester of, their first academic year. 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.
- 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 his/her teaching responsibilities at the high school in order to attend required department meetings.
- ix. College Faculty and Dual Credit Faculty teaching college-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate College or School District support services.
- x. 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 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.
- xi. The faculty assigned to teach a dual credit course is charged with the duties and responsibilities of the instructor of record. In cases where the course is a Distance Learning course taught at the partner school, as stated in [Board Policy #3115 Distance Education](#), the instructor of record, not an assistant, is the one responsible for delivery of instruction and evaluation of student progress. 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.
- xii. Even though Dual Credit Faculty members are full-time employees of the School District wherein they teach the college course(s), they are expected to follow all the College's policies as applicable during the instructional time designated for dual credit courses. Because Dual Credit Faculty are employed by both the College and the School District, they are confronted with unique challenges, but should have the same rights, responsibilities, and privileges as College Faculty teaching a dual credit course at a high school site. They must fulfill their responsibilities as Dual Credit Faculty while acting in

accordance with the expectations, policies, and responsibilities required by their School District and Principal.

xiii. Dual Credit Faculty Rights and Responsibilities when teaching a College-level Course for the College:

- College-Level Course Work: The rigor of college-level course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, Dual Credit Faculty should not be coerced to decrease the amount of out-of-class work assigned to students.
- Issuing of College Grade: Dual Credit Faculty shall 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 the College [Board Policy #3335: Student Attendance](#), 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 must not be coerced to take unreasonable measures to help a student who, in the estimation of the Faculty member, is failing the course due to a lack of effort and/or excessive student absences.

c) Location, Facilities, Teaching Environment, and College Courses

The location of dual credit courses will be held at approved high school sites in accordance with SACSCOS standards.

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 shall permit access to the College's electronic learning resources when the course is taught at the School District; and
- School District offering science courses shall meet the laboratory safety standards and have material/equipment required for College courses available in all labs in which classes are being taught to comply with the College science program requirements.

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 interruptions take place in the College dual credit class while in session, such as removing students for high school activities, or making announcements except for official business or emergencies. Interruptions for official announcements

must be minimized; and

- Accepting the faculty member's attendance requirements as stated in the course syllabus and as supported by [Board Policy #3335 Student Attendance](#). This policy provides guidelines related to student attendance and authorizes faculty to drop a student, prior to the withdrawal deadline, when in the opinion of the faculty, the student would have difficulty in successfully completing the course.

iii. College Courses

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

<https://www.southtexascollege.edu/dual/index.html>.

iv. Course Delivery

The School District will ensure that all dual credit courses taught by Dual Credit Faculty are conducted through face-to-face instruction, except when a State of Emergency is activated, is when a Dual Credit Faculty may 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 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 long semester classes, the College Department Chair and Division Dean should be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.

ii. Monitoring Instruction

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

iii. Books and Supplemental Materials

The School District will provide textbooks for each registered student, equipment, and supplemental materials required for the cohort (S sections) classes. 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 Dean of Dual Credit Programs and the Department Chair.

- iv. Grading Procedures
All Dual Credit Faculty will follow the College Grading System as stated in the College's [Board Policy #3310 Grading System: Credit Programs](#), as well as the grading criteria in the department approved syllabus.
- v. Submission of College Grade
The primary responsibility for assigning College grades in a course belongs to the faculty member, 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 interfere with the faculty member's responsibility for assigning College grades. The final course grade for the College will be a letter grade and for the high school a numeric grade that might differ from the College grade.
- vi. 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/.
- vii. Reporting Required Critical Student Performance Information
The College has developed guidelines for sharing critical student performance information when needed for high school reporting. The guidelines indicate reporting requirements and responsibilities of the Dual Credit Faculty regarding parent inquiries, progress reports, and discipline matters. These guidelines are found in the *Dual Credit Programs Instructional and Quality Standards Manual*.

e) Dual Credit Policies

- i. [Board Policy #3230 Dual Credit Programs with Partnering School Districts](#)
 - Lists general provisions that partnering School District must comply with; and
 - States that tuition and fees for dual credit students sponsored by partnering School District will be charged as approved by the College's Board of Trustees.
- ii. [Board Policy #3232 Dual Credit Student Eligibility Requirements](#)
 - Outlines the dual credit student eligibility requirements;
 - Stipulates limitations on what courses and how many hours may be taken;
 - Mandates student compliance with Financial Aid Satisfactory Academic Progress (SAP); and
 - Levies the independent student tuition and fees for students enrolled in (non-S) section(s) without prior approval by the College.
- iii. [Board Policy #3320 Academic Progress Standards](#)
 - States expectation that students meet academic standards for coursework at the College;
 - Defines levels of academic status GPA criteria; and
 - Explains student academic progress standards including probation, suspension, and readmission.
- iv. [Board Policy #3322 Student Financial Aid - Satisfactory Academic Progress \(SAP\)](#)
 - Cites Federal regulations that require the College to monitor Satisfactory Academic Progress (SAP) for all students, including dual credit students, in order to determine

- financial aid eligibility; and
- Cites regulations that require the evaluation of quantitative (67% course completion rate and maintaining at least a 2.0 cumulative GPA) standards, as well as completion of a degree or certificate within 150% of normal time frame.

4) **STUDENT ENROLLMENT & SUPPORT SERVICES**

a) *Student Eligibility*

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

<https://www.southtexascollege.edu/dual/index.html>.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board Policy #3200 Student 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 will comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link:

<https://www.southtexascollege.edu/dual/index.html>.

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

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board Policy #3320*** and ***Board Policy #3322***. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless of whether or not they receive aid and these requirements are applicable to dual credit students who are still in high school.

b) *Collaboration and Outreach Efforts*

The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, 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.

c) *Course Load*

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

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students who declare a major leading to Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301,

Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Engineering. The Dual Credit Programs is subject to all applicable College policies and procedures.

Non-S Section Enrollment

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

Non-S section requests for 12 or more students in the same course type during the same semester will require an “S” section to be created by the School District. Criteria is available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

d) *Student Composition of Class*

As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the school district may not enroll both dual credit and non-dual credit students in the same section unless creation 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.

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. Dual credit sections with fewer than ten (10) students will be cancelled prior to the first-class day. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering school districts, if available.

e) *Advising*

The College and the School District shall offer college advising services for dual credit students consisting of a general first-time dual credit student advising, group enrollment advising using DegreeWorks, face-to-face advising, and 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 credit 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).

f) *Pathways Alignment*

The College shall provide a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

g) *Counseling and Student Accommodations*

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

The School District will provide classroom accommodations for dual credit students. If the class is taught at the high school by a high school Dual Credit Faculty, the School District's high school will be responsible to provide the classroom accommodations. If the class is taught by a College Faculty at the high school, the College Counselor will coordinate class accommodations with the high school Special Education Counselor. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link:

<https://www.southtexascollege.edu/dual/index.html>.

h) *Student Complaints*

Grievance 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 with complaints shall follow the procedures as stated in the College's ***Board Policy #3313, Student Grievance or Complaint, and Board Policy #4216 Harassment, Discrimination, and Sexual Misconduct***. A student may report a grievance or complaint at <https://www.southtexascollege.edu/report/index.html>.

i) *Student Conduct*

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

j) *Transcription of Credit*

The College and the School District will transcript dual credit courses for both college credit and high school credit immediately upon student completion of the performance required in each course.

k) *Commencement Ceremonies*

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

5) **FINANCE 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 Tuition & Fees for Dual Credit Students Sponsored by Partnering School Districts for FY 2020-2021*. 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 Tuition & Fees for Dual Credit Students Sponsored by Partnering School Districts for FY 2020-2021*, as approved by the College Board of Trustees (see Exhibit A).

d) Faculty Charges

When the College provides the faculty, including via interactive distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). School Districts cannot cancel a dual credit courses with an assigned College Faculty after August 10, 2020 (Fall 2020 semester) and January 5, 2021 (Spring 2021 semester). This agreement is outlined in the *Dual Credit Programs Instructional and Quality Standards Manual*. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: <https://www.southtexascollege.edu/dual/index.html>.

6) **DATA SHARING**

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without 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 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 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 College's [Board Policy #4151 Academic and Professional Credentials for Faculty](#), and submit all required documents for the 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.

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

b) The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) regulations as stated in the College's [Board Policy #4216 Harassment, Discrimination, and Sexual Misconduct](#), and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's policy may be accessed on following link:
<https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf>.

Title IX Statement:

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 the Title IX Deputy Coordinators for the College are located at the following link: <https://www.southtexascollege.edu/about/notices/title-ix.html>.

e) The School District will designate a specific School District official that is certified as a Title IX Investigator/Coordinator to serve as the authorized liaison for South Texas College Office of Human Resources. The School District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter (see Exhibit C).

8) **INTERLOCAL AGREEMENT (IA)**

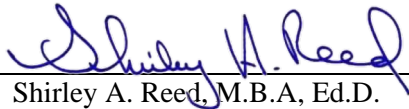
This IA may be amended by mutual written agreement of both parties.

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 intended date of termination. 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.

9) **NOTIFICATION OF NON-COMPLIANCE AND TERMINATION OF AGREEMENT**

Failure to act in accordance with any provision in this IA will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state in particular the alleged non-compliance. The Notice will be provided to the College President and School District Superintendent for review and action. Failure to correct non-compliance may result in termination of this agreement.

EXECUTED IN TWO (2) Original counterparts on this _____ day of _____ 20_____.



Shirley A. Reed, M.B.A, Ed.D.
President
South Texas College


Dr. Jose A. Gonzalez
Superintendent
McAllen Independent School District



Paul Rodriguez (Aug 4, 2020 16:01 CDT)

Chairman, Board of Trustees
South Texas College

Conrado Alvarado
President
Board of Trustees School District

Approved as to form:
Atlas, Hall, & Rodriguez, LLP
by: 
Stephen L. Crain (Aug 4, 2020 14:06 CDT)

Stephen L. Crain

Approved by STC Board
June 24, 2020

EXHIBIT A

TUITION AND FEES FOR DUAL CREDIT STUDENTS SPONSORED BY PARTNERING SCHOOL DISTRICTS FOR FY 2020-2021

	Board Approved FY 2018-2019	Board Approved FY 2019-2020	Board Approved FY 2020-2021
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	55.00	75.00	0.00
Emergency Medical Technology	45.00	55.00	0.00
Occupational Therapy Assistant	45.00	55.00	0.00
Patient Care Assistant	25.00	35.00	0.00
Pharmacy Tech	45.00	55.00	0.00
Physical Therapist Assistant	45.00	55.00	0.00
Radiologic Technology/Sonography	45.00	65.00	0.00
Respiratory Therapy	45.00	65.00	0.00
Vocational Nursing	55.00	75.00	0.00
COURSE FEES:			
Electronic Distance Learning/VCT Course Fee per credit hour (Summer 2020 Sessions - Fee waived) (Fall 2020 Session – Fee waived)	10.00	10.00	10.00
Hybrid Course Fee per credit hour	0.00	0.00	0.00
NAH and Other Course Fees: <i>Liability Insurance/Exams/Booklets/Badges/Special Program ID/Certificates/Pinning Ceremony/Other Activities</i>	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees
American Welding Society Certification Testing and Material Fee (per certification) <ul style="list-style-type: none"> • Dual Credit Students enrolled in the following Academic Welding courses are eligible to take industry certifications aligned with each course. School Districts have the option to schedule the test dates and transport student to STC Technology Campus for certification testing for the following courses: <ul style="list-style-type: none"> • WLDG 1312 • WLDG 1457 • WLDG 1428 • WLDG 2406 • WLDG 2451 			School Districts will be responsible for the following fees: \$50.00 Testing fee paid directly to South Texas College per certification/per student. Registration and associated fees as determined by AWS and paid directly to AWS for each student upon successful completion of each certification exam.
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

Exhibit B

Sample Recognition

SUNDAY, MAY 24, 2020 | The Monitor, www.themonitor.com

LA JOYA ISD THANK YOU PARTNERS!

The Academies of La Joya ISD would like to offer a special THANK YOU to the various business and community partners involved in the academic success of our Academy students throughout the 2019-2020 school year. The sharing of your experiences, ideas and challenges, as well as opening the opportunity for student internships and job shadowing for our students and teachers has left an insurmountable impact on the educational lives of our students. La Joya ISD thanks the following individuals for being a partner in education for our students!

BUSINESS PARTNERS

- Alamo Police Department
- M2 Engineering, PLLC
- Buckner Children & Family Services
- Izaguire Engineering
- The Honorable Judge Keno Vasquez
- The Honorable Judge Nereida Lopez Singletery
- Workforce Solutions
- Terry Physical Therapy
- Walgreens (Palmview)
- La Joya Dental Associates
- Rio Grande Valley Vocational Services
- T-N-T Automotive Specialist
- Diesel Fleet Care Ironshark Tow & Transport
- Dillard's
- USDA
- Bert Ogden
- Doctors Hospital at Renaissance

COMMUNITY PARTNERS

- City of La Joya
- Sullivan City
- City of Mission
- La Joya ISD Police Department
- LJISD Food & Nutrition Dept.

The Academies of La Joya ISD also wishes to extend a most gracious THANK YOU to our educational partners, who like La Joya ISD, are committed to the educational success of our students. Thank you SOUTH TEXAS COLLEGE and the UNIVERSITY OF TEXAS-RIO GRANDE VALLEY for your grand partnership with La Joya ISD. We look forward to the great partnerships that are on the horizon for our students.

EDUCATIONAL PARTNERS

Thank You!

Superintendent of Schools
Dr. Gisela Saenz

LJISD Board of Trustees
Espie Ochoa, President
Mary T. Hernandez, Vice-President
Oscar "Coach" Salinas, Secretary

Nereyda Cantu, Member
Armin Garza, Member
Claudia Ochoa, Member
Alex Cantu, Member

Vanguard Academy
Thank You
South Texas College

"A Purpose in Life. A Reason for Learning."

COLLEGE to CAREER

Vanguard Mozart and Rembrandt
earn 26 STC Certificates

PSJA ISD @PSJAISD

Breaking a district record, 541 PSJA ISD seniors were named candidates to receive Associate Degrees from @stcjaguars during the 2019-2020 school year!

Congrats to our amazing PSJA Early College Graduates!

Read more: bit.ly/3cTJSKz

#PSJAProud #onlyatPSJA

CONGRATULATIONS CLASS OF 2020

540+

PSJA ISD EARLY COLLEGE GRADUATES

More than 540 high school students in PSJA ISD were named candidates for South Texas College's Commencement Ceremonies for the 2019-2020 school year.

#PSJAProud #PSJACollegeConnected

3:30 PM - May 21, 2020 - Sprout Social

McALLEN ISD

IB MIDDLE YEARS ACADEMY AT
DE LEON MIDDLE SCHOOL

- SMALL, SPECIALIZED COMMUNITY
- RIGOROUS, ENRICHING PROGRAM FOR ADVANCED LEARNERS

Apply Today!
DEADLINE IS FRIDAY, APRIL 24TH

632-8800

UTRGV Thank you for your Dual Enrollment Programs! SOUTH TEXAS COLLEGE

EXHIBIT C

School District Title IX Investigator/Coordinator

As stated in Section 7C, the School District will designate a specific School District official that is certified as a Title IX Investigator to serve as the authorized liaison for South Texas College Office of Human Resources. The School District official and the College's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

The School District Liaison contact information is as follows:

School District Name: _____

High School Name: _____

Liaison's Name: _____

Position Title: _____

Contact Phone Number: _____

Email: _____

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

Title IX Coordinator
Mary Elizondo, CPA, MBA, CFE, CGMA
Vice President - Finance and Administrative Services
3201 West Pecan Blvd. X224
McAllen, TX 78501
956-872-3558
TitleIX@southtexascollege.edu

For any questions, please contact:

Laura Requena, MBA, MPAcc, PHR, SHRM-CP
Interim Director of Human Resources
2501 West Pecan Blvd.
McAllen, TX 78501
956-872-3646
HR_Administrators@southtexascollege.edu

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: 
Elizabeth Cavazos (Aug 5, 2020 13:24 CDT)

SUPERVISOR: 
Silvia Ibarra (Aug 5, 2020 14:09 CDT)

Approved for presentation to the Board of Education:



53 _____
Superintendent of Schools

**MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT
SCHOOL DISTRICT AND COMMUNITY-BASED PREKINDERGARTEN
PROVIDER
2019-2020**

This Memorandum of Understanding is by and between Kids Village Montessori LLC (a Texas, Limited Liability Company), a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (“DHHS”) and the Texas Education Agency (“TEA”).

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this Agreement. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees are informed of the various aspects and elements of this Agreement.

The terms and conditions set forth in this Agreement shall constitute the entire agreement between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this agreement to reach the minimum of 15 students.

Term:

The Term of this Memorandum of Understanding commences September 1, 2020 and ends on June 30, 2021 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for two (2) additional one-year terms on the same terms and conditions stated herein.

Program Description

Children that are 3 or 4-years old as of September 1, of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

Kids VNillage Montessori LLC
5401 N. G Street
McAllen, Texas 78504

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA).
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers.
- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children.
- Supplement health services, educational services, parental training and other services as required by the children and their families.
- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program.
- Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services.
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4 year olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 year olds).
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate.
- Participate with the **CBPP** staff in the student recruitment process.
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
- Attend **CBPP** meetings as deemed necessary during the school year.
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments.
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts.
- Inform **CBPP** when she/he is going to be absent.
- Follow established protocol with any issues/concerns which may arise.
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards.
- Comply with any other responsibilities assigned by the teacher's immediate supervisor.
- Coordinate efforts with the **CBPP** staff to register the children online.
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations.

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and school districts requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state requirements.
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services.
- Identify personnel who will attend the ARDs conducted by **MISD**.
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment.

- Provide assistance with daily attendance reporting and meeting attendance goals
- Meet monthly or as needed with the designated **MISD** personnel.
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort.
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- Coordinate with district staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices.
- Coordinate and partner to plan for instruction, share resources and intensify services to meet the needs of eligible four-year- old (Pre-K children) and three- year-old children.
- Schedule a weekly planning time for lesson planning and preparation.
- Share information on upcoming workshops and conferences on Early Childhood Education.
- Review program operations to avoid duplication of efforts.
- Meet on a regular basis to discuss the progress of the program.
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements.
- Analyze and share data for program planning and improvement.
- Work together to meet attendance goals.
- Inform all stakeholders of the working relationship and Memorandum of Understanding (MOU).
- Provide family services, parent engagement activities and home visits.
- Support all events which promote the shared goals of MISD and CBPP.
- Organize and plan to sustain the program and promote a collaborative culture.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.

- It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury. The certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 each Occurrence, and ii) General Aggregate \$600,000. **CBPP and MISD** must be named as an additional insured, respectively.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
 - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
 - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:


To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of **MISD**, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnites**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively

“CBPP claims”) by any person or entity, arising out of, caused by, or resulting from **MISD’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts the **MISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

McAllen Independent School District

By: 
Jose A. Gonzalez, Ed. D.
Superintendent of Schools
McAllen Independent School District

Aug 5, 2020
Date


By: _____
Conrado Alvarado
McAllen ISD Board of Trustees, President

Date

Kids Village Montessori, LLC

By: _____
Laura Rosales
Owner/Director Kids Village Montessori, LLC

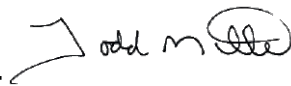
APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: 
Stephen L. Crain (Aug 5, 2020 12:28 CDT)
Stephen L. Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



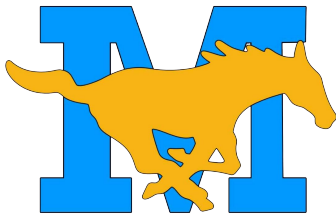
60 _____
Superintendent of Schools

Jul 29, 2020



INDEPENDENT SCHOOL DISTRICT

STUDENT SUPPORT SERVICES



STUDENT CODE OF CONDUCT 2020-2021

2020-2021

CAMPUS DIRECTORY

No.	Campus	Address	Principal	Phone
HIGH SCHOOLS				
001	McAllen	2021 La Vista	Albert Canales	632-3100
002	Memorial	101 East Hackberry	Pedro Alvarez	632-5201
006	Rowe	2101 N. Ware Rd.	Monica Kaufmann	632-5100
007	Options	1009 N. 10 th St.	Jeanette Nino	632-3222
011	Achieve Early College H.S. Abraham Lincoln	1601 N. 27 th St.	Miguel Carmona	971-4200
MIDDLE SCHOOLS				
044	Brown	2700 S. Ware Rd.	Alfredo Gutierrez	632-8700
047	Cathey	1800 N. Cynthia	Melvin Benford	971-4300
046	De Leon	4201 N. 29 th St.	Samuel Cazares	632-8800
048	Fossum	7800 N. Ware Rd.	Laura Williams	971-1105
045	Morris	1400 Trenton	Brian McClenny	618-7300
042	Travis	600 Houston	Efrain Amaya	971-4242
ELEMENTARY SCHOOLS				
101	Alvarez	2606 Gumwood	Juan Montes	971-4471
103	Bonham	2400 Jordan	Leticia Infante	971-4440
126	Castañeda	4100 N. 34 th St.	Jessica P. Rodriguez	632-8882
128	Dr. Perez	7801 N. Main St.	Veronica Delgado	971-1125
132	Early Childhood	1601 N. 27 th St.	Sandra Pitchford	618-6048
119	Escandon	2901 Colbath	Carlos Mora	971-4511
114	Fields	500 Dallas	Teresa Trdla	971-4344
122	Garza	6300 N. 29 th St.	Nancy Valenzuela	971-4554
124	Gonzalez	201 E. Martin	Christina Hernandez	971-4577
129	Hendricks	3900 Goldcrest	Sandra Salinas	971-1145
106	Houston	3201 Olga Ave.	Debra Loya-Thomas	971-4484
107	Jackson	501 Harvey	Miguel A. Herrera	971-4277
123	McAuliffe	3000 Daffodil	Elizabeth Gonzalez	971-4400
111	Milam	3800 N. Main	Christian Quintanilla	971-4333
120	Rayburn	7000 N. Main	Clarissa Partida	971-4363
121	Roosevelt	4801 S. 26 th St.	Albert G. Irlas	971-4424
127	Sanchez	2901 Incarnate Word	Cynthia Rodriguez	971-1100
116	Seguin	2200 N. 29 th St.	Juan P. Nevarez	971-4565
130	Thigpen/Zavala	2500 Galveston	Sonia Casas	971-4377
112	Wilson	1200 Hackberry	Kristine Garza	971-4525
005	I & G	2604 Galveston	Fernando Gutierrez	971-4393
---	Regional/Deaf	1619 Galveston	Maribelle Elizondo	971-4500
---	Special Education	1619 Galveston	Maribelle Elizondo	632-3285

ACKNOWLEDGMENT

Student Code of Conduct - Electronic Distribution

Dear Student and Parent:

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

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student’s teacher, campus behavior coordinator or appropriate campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student’s school. Thank you.

Sincerely,



Jose A. Gonzalez, Ed. D.
Superintendent

My child and I have been offered the option to receive a paper copy of or to electronically access at www.mcallenisd.org the McAllen Independent School District Student Code of Conduct for the 2020-2021 school year.

I accept responsibility for accessing the Student Code of Conduct by visiting the web address listed above.

I understand that if I wish to receive a paper copy of the Student Code of Conduct, I must request a copy from John L. Wilde, Student Support Services Director at 2200 Tamarack Avenue, Portable #69.

I understand that the Student Code of Conduct contains information that my child and I may need during the school year. I also understand that all students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Student Code of Conduct. If I have any questions regarding this Code of Conduct, I will direct those questions to the principal at my child’s campus.

Student’s name (print): _____

Student’s signature: _____

Parent’s name (print): _____

Parent’s Signature: _____

Date: _____

*McAllen ISD does not discriminate on the basis of race, color, national origin, sex, religion, disability, or age in its activities and programs including employment policies and practices. The following person has been designated to handle inquiries regarding Title IX, Section 504 and non-discrimination policies. John L. Wilde, Director of Student Support Services *2200 Tamarack Ave. Portable 69* McAllen, TX * (956) 618-6031* john.wilde@mcallenisd.net*

Student Code of Conduct Table of Contents

Accessibility.....	8
Purpose.....	8
School District Authority and Jurisdiction.....	9
Campus Behavior Coordinator.....	9
Threat Assessment and Safe and Supportive School Team	9
Searches	9
Reporting Crimes	10
Security Personnel.....	10
‘Parent’ Defined.....	11
Participating in Graduation Activities.....	11
Unauthorized Persons	11
Standards for Student Conduct	12
General Conduct Violations.....	13
Disregard for Authority.....	13
Mistreatment of Others	13
Property Offenses.....	14
Possession of Prohibited Items	14
Possession of Telecommunications or Other Electronic Devices	15
Illegal, Prescription, and Over-the-Counter Drugs	15
Misuse of Technology Resources and the Internet	15
Safety Transgressions	16
Miscellaneous Offenses	16
Discipline Management Techniques.....	17
Students with Disabilities.....	17
Techniques	17
Prohibited Aversive Techniques	18
Notification	19
Appeals	19
Removal from the School Bus	19
Removal from the Regular Educational Setting.....	20
Routine Referral.....	20
Formal Removal.....	20

Returning Student to Classroom	20
Out-of-School Suspension	21
Misconduct.....	21
Process	21
Coursework During Suspension.....	22
Discipline Management Plan	23
Level I Infractions and Consequences	24
Level II Infractions and Consequences	25
Level III Infractions and Consequences.....	26
Level IV: Infractions and Consequences Removals to DAEP.....	27
Mandatory and Discretionary Placements	27
Level V: Infractions and Consequences Expulsions to JJAEP	28
Mandatory and Discretionary Expulsions.....	28
Consequences at all levels	29
Disruptions	29
Disciplinary Alternative Education Program (DAEP) Placement	30
Alternative Education Placement.....	30
Discretionary Placement: Misconduct That May Result in DAEP Placement	30
Misconduct Identified in State Law	31
Mandatory Placement: Misconduct That Requires DAEP Placement	31
Sexual Assault and Campus Assignments	32
Process	32
Conference	32
Consideration of Mitigating Factors	33
Placement Order.....	33
Coursework Notice.....	33
Length of Placement	33
Exceeds One Year	34
Exceeds School Year.....	34
Exceeds 60 Days	34
Appeals	34
Restrictions during Placement	34
Placement Review.....	35
Additional Misconduct.....	35
Notice of Criminal Proceedings.....	35

Withdrawal during Process	36
Newly Enrolled Students	36
Emergency Placement Procedure.....	36
Transition Services.....	36
Placement and/or Expulsion for Certain Offenses	37
Registered Sex Offenders.....	37
Review Committee.....	37
Newly Enrolled Student	37
Appeal	37
Certain Felonies	37
Hearing and Required Findings	38
Length of Placement	38
Placement Review	39
Newly Enrolled Students.....	39
Expulsion	40
Discretionary Expulsion: Misconduct That May Result in Expulsion.....	40
Any Location.....	40
At School, Within 300 Feet, or at a School Event	41
Within 300 Feet of School	41
Property of Another District.....	41
While in DAEP	42
Mandatory Expulsion: Misconduct That Requires Expulsion	42
Under Federal Law.....	42
Under the Texas Penal Code	42
Under Age Ten.....	43
Process	43
Hearing.....	43
Board Review of Expulsion	44
Expulsion Order	44
Length of Expulsion.....	44
Withdrawal during Process	45
Additional Misconduct.....	45
Restrictions during Expulsion	45
Newly Enrolled Students	45
Emergency Expulsion Procedures.....	46

DAEP Placement of Expelled Students	46
Transition Services.....	46
Glossary	47
Board of Trustees Directory	55
2020 - 2021 School Calendar.....	56

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact John L. Wilde, Title II Coordinator, (956) 618-6031.

Purpose

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

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 Student Code of Conduct has been adopted by the McAllen Independent School District Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside of the school year until an updated version adopted by the board becomes effective for the next school year.

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

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the student handbook, the Code 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.

*McAllen ISD does not discriminate on the basis of race, color, national origin, sex, religion, disability, or age in its activities and programs including employment policies and practices. The following person has been designated to handle inquiries regarding Title IX, Section 504 and non-discrimination policies. John L. Wilde, Director of Student Support Services *2200 Tamarack Ave. Portable 69* McAllen, TX* (956) 618-6031*john.wilde@mcallenisd.net*

School District Authority and Jurisdiction

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

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The Campus Behavior Coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at www.mcallenisd.org.

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment 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 Campus Behavior Coordinator 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 sufficient security and protection of students, staff, and property, the board employs police officers. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy [CKE\(LOCAL\)](#).

“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.

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 as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district’s Code resulting 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 in violation of the district’s Code resulting 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, school resource officer (SRO), or district police officer shall have the authority to refuse entry 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 the person 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 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 administrative work days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement on page 33**, 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, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

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

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct on district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.
- Repeat violations of the dress code policy.
- Starting and/or participating in a food fight.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see DAEP Placement and Expulsion.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes 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.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- 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 individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.

- Engage in prohibited conduct as determined by a Title IX/Protective Class(es) Investigation.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief see DAEP Placement or Expulsion.)
- 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 Texas Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- *A location-restricted knife;
- A hand instrument designed to cut or stab another by being thrown;
- Knuckles;
- *A firearm;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see DAEP Placement and Expulsion. In most circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district and campus rules, policy, or regulations.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, sell alcohol or an illegal drug. (Also see DAEP Placement 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.”)
- Sell, give, possess, or deliver a drug or substance not classified as a dangerous drug under Chapter 483, Health and Safety Code.
- Abuse over-the-counter drugs. (See glossary for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (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 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 cyber-bullying 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.
- Downloading pornographic, obscene or any material deemed unacceptable by the school district.

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.
- Engage in violent/assaultive behavior.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the student handbook.
- Cheat or copy the work of another.
- 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.
- Engage in any sexual activity while on school property, school event, or school activity.

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

Discipline Management Techniques

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as 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 practices. Discipline shall be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

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

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an 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 Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or "time-out."
- 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 or other assigned area, or to in-school suspension.
- 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 individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code.
- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- 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.

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 by the use of 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 campus behavior coordinator 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 campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. 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 campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: www.mcallenisd.org.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

Removal from the School Bus

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention 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 campus behavior coordinator 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 campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- 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

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

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

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

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

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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

Process

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

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator 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 campus behavior coordinator 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 co-curricular activities.

Coursework During Suspension

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

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. 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.

Discipline Management Plan

Disciplinary Infractions and Consequences

Infractions of McAllen I.S.D.'s Student Code of Conduct are grouped into five levels, depending upon the seriousness or persistence of offenses.

- Level I- Infractions are those which are routinely/generally addressed by the classroom teacher using the Level I Discipline Documentation Form as a form of documentation;
- Level II- Infractions are addressed by a teacher (if appropriate), an administrator or campus behavior coordinator;
- Level III- Discretionary infractions/offenses, are addressed by an administrator or campus behavior coordinator and can lead to a Disciplinary Alternative Education Program (DAEP) placement;
- Level IV- Mandatory infractions/offenses, often leading to a Disciplinary Alternative Education Program (DAEP) placement or discretionary expulsion;
- Level V- Mandatory expulsions leading to placement in a Juvenile Justice Alternative Education Program (JJAEP).

Level I Infractions and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student’s disciplinary history, and whether the student has a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct. [Texas Education Code Sec. 37.001 (a) (4)]

The 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.

Level I Infractions:	Level I Consequences:
<ul style="list-style-type: none"> • Being tardy to class-persistent (secondary) • Running or making noise • Neglecting to bring materials or work to class • Failing to follow classroom/cafeteria rules • Failing to participate in classroom activities • Violating the dress code • Cheating or copying another students work • Eating or drinking in an undesignated area • Chewing gum or consuming food/candy • Throwing objects or passing unauthorized notes • Possessing uncovered textbooks • Talking back/arguing or name calling • Violating the telecommunication device guidelines (first and second minor offenses) • Horse playing/scuffling (not fight) • Spitting (without bodily contact) • Violating bus conduct/safety rules not covered elsewhere (refer to process and procedures at Transportation) • Inappropriate language (verbal or written) • Failing to serve detention • Abusing the use of a hall pass • Possessing toys/nuisance items, including paintballs • Telling a falsehood to an adult (not associated with an investigation) • Possessing or using a skateboard, roller blades, shoes with wheels, or similar devices • Using or possessing visible personal devices for entertainment purposes during instructional day • Engaging in inappropriate public display of affection • Loitering on school campus before or after school • Selling or soliciting for sale unauthorized merchandise • Posting or distributing unauthorized publications 	<ul style="list-style-type: none"> • Fine assessed • Verbal reprimand • Confiscation of item • Behavioral contracts • Loss of privilege(s) • Telephone call/note to parent or conference • Change of seat assignment • Grade penalties • Exclusion from extracurricular activities • Withdrawal or restriction of bus privileges; bus probation • Detention • In-school suspension • Out-of-school suspension

Consequences for each level include but are not limited to those listed (Please see General Conduct Violations on Page 13). 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 Infractions and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]

The offense may have been committed on school property or at a school-sponsored event on or off school property.

The Campus Behavior Coordinator shall promptly contact the parent or guardian by telephone or in person; and make a good faith effort to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or guardian. If a parent or guardian entitled to notice has not been reached by telephone or in person by 5 p.m. of the first business day after the day the disciplinary action is taken, a campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent's or guardian's last known address.

CONSEQUENCES WILL NOT BE DEFERRED PENDING THE OUTCOME OF AN APPEAL.

Level II Infractions:	Level II Consequences:
<ul style="list-style-type: none"> • Persistent offenses from Level I (acts of misconduct, including repeated bus infractions) • Inappropriate language (verbal or written) • Noncompliance with the directives; disrespectful • Truancy, skipping class, leaving school/class without permission • Physically contacting student creating a disruptive environment • Encouraging or promoting a fight • Creating/participating in disturbance/inappropriate activity • Possessing a current prescription (student's own medication); or possessing or using one's own nonprescription drug, natural and/or homeopathic-like substances, dietary supplements, or energy pills • Forging or altering school's records, parent's notes, forms, or other school/home communications • Defacing or damaging school property, including removal of bar codes; defacing/damaging another's property • Cheating or copying the work of another • Violating parking rules/procedures (high school) • Intentionally or knowingly making defamatory or slanderous remarks (written and verbal) about others • Fighting • 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 	<ul style="list-style-type: none"> • Fine assessed • 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 • DAEP Removal (Discretionary)

Consequences for each level include but are not limited to those listed (Please see General Conduct Violations on Page 13). 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 III Infractions and Consequences

Considerations: Before ordering the suspension, removal to a disciplinary alternative education program of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student’s disciplinary history, and whether the student has a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct. [Texas Education Code Sec. 37.001 (a) (4)]

The offense may have been committed on school property or at a school-sponsored event on or off school property.

The Campus Behavior Coordinator shall promptly contact the parent or guardian by telephone or in person; and make a good faith effort to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student’s parent or guardian. If a parent or guardian entitled to notice has not been reached by telephone or in person by 5 p.m. of the first business day after the day the disciplinary action is taken, a campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent’s or guardian’s last known address.

The Campus Behavior Coordinator shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

CONSEQUENCES WILL NOT BE DEFERRED PENDING THE OUTCOME OF AN APPEAL.

Level III Infractions:	Level III Consequences:
<ul style="list-style-type: none"> • Persistent offenses from Level II, including bus infractions • Starting and/or participating in a food fight • Disrupting the school environment or educational process • Using profane, vulgar, obscene, or threatening language, including hit lists (written or verbal); or obscene gestures • Discrimination/harassment based on the progressive classes to include sexual harassment and dating violence • Fighting • Using lighters or matches • Possessing or using lighters, matches, tobacco-less cigarettes, e-cigarettes or tobacco related paraphernalia • Possessing, disturbing, or using fireworks, stink bombs, smoke bombs, other noxious chemicals, or “shock” pens • Possessing drug paraphernalia, aerosol paint, or fixative spray • Possessing ammunition • Possessing, distributing, or creating pornographic or sexually-oriented material or material that promotes violence or other illegal activities, including sexting • Possessing, distributing, or concealing a weapon, which does not violate Texas Penal Code • Selling, giving, or delivering to another person a non-prescription drug; possessing or using a nonprescription drug other than one’s own; or possessing, transmitting, selling, attempting to sell, or exhibiting what is represented to be a prohibited substance • Attempting to sell/purchase a prohibited substance through verbal or written communication without being in possession • Stealing or unauthorized possession of another person’s property, theft; committing burglary • Exhibiting, delivering, using, or selling look-alike weapons • Assault (Class C Misdemeanor) of another student or an adult that is not a removable or expellable offense • Vandalizing, defacing or damaging school property, including non-felony graffiti • Engaging in behavior that is illegal that does not constitute a removable or expellable offense • Engaging in sexual conduct • Mooning; streaking; other forms of nudity; exposing or attempting to expose one’s undergarments or those of another (“pantsing”) • Hazing; harassing or stalking (nonsexual); bullying; cyberbullying • Creating a potential health or safety hazard or a situation that may result in possible injury • Engaging in inappropriate behavior on school-related overnight trips • Gambling • Interfering with school activities, including trespassing, boycotting, and group demonstrations, or making a 9-1-1 call that does not constitute a mandatory removal offense • Tampering with a fire extinguisher, an automated external defibrillator (AED), or their storage cabinet 	<ul style="list-style-type: none"> • Confiscation of item • Telephone call/note to parent or conference • Grade penalties • Exclusion from extracurricular activities • Withdrawal or restriction of bus privileges; bus probation • Detention • 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 on Page 13). Consequences will be repeated at the different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD.

However, a student may be placed in the DAEP regardless of it being the student’s first infraction/offense.

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

Level IV Infractions and Consequences

Considerations: Before ordering the suspension, expulsion, removal to a disciplinary alternative education program, or placement in a juvenile justice alternative education program of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]

The Campus Behavior Coordinator shall promptly contact the parent or guardian by telephone or in person; and make a good faith effort to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or guardian. If a parent or guardian entitled to notice has not been reached by telephone or in person by 5 p.m. of the first business day after the day the disciplinary action is taken, a campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent's or guardian's last known address.

The Campus Behavior Coordinator shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

CONSEQUENCES WILL NOT BE DEFERRED PENDING THE OUTCOME OF AN APPEAL.

Level IV Infractions:	Level IV Consequences:
<p>Removals to DAEP: Discretionary Placements Persistent misbehavior at Level III</p> <p>Mandatory Placements- Refer to Texas Education Code Chapter 37.006</p> <ul style="list-style-type: none"> • False alarm/reports; terroristic threat • Conduct Punishable as a felony • Assault (Class A Misdemeanor- T.P.C. 22.01 (a)(1)) • Marijuana, controlled substances or dangerous drugs (non-felony) • Alcohol (non-felony) • Abusable volatile chemicals • Public lewdness/indecent exposure • Public intoxication other than alcohol, marijuana, controlled substance or dangerous drugs • Title V felonies or aggravated robbery (off-campus) 	<ul style="list-style-type: none"> • In-school suspension • Out-of-school suspension • Exclusion from extracurricular activities • Campus AEP • DAEP- I&G • JJAEP

Consequences for each level include but are not limited to those listed (Please see General Conduct Violations on Page 13). Consequences will be repeated at the different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

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

Level V Infractions and Consequences

Considerations: Before ordering the removal to a disciplinary alternative education program, or placement in a juvenile justice alternative education program of a student, the Campus Behavior Coordinator or Director of Student Support Services must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]

The Campus Behavior Coordinator shall promptly contact the parent or guardian by telephone or in person; and make a good faith effort to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or guardian. If a parent or guardian entitled to notice has not been reached by telephone or in person by 5 p.m. of the first business day after the day the disciplinary action is taken, a campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent's or guardian's last known address.

The Campus Behavior Coordinator or Director of Student Support Service shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

CONSEQUENCES WILL NOT BE DEFERRED PENDING THE OUTCOME OF AN APPEAL.

Level V Infractions:	Level V Consequences:
<p>Expulsions to JJAEP Discretionary</p> <ul style="list-style-type: none"> • Persistent misbehavior at Level IV • Serious misbehavior while placed at DAEP (by statute) • Assault against an employee or a volunteer (on campus or within 300') • Retaliation against an employee or volunteer (regardless of location) • Criminal mischief (felony) • Deadly conduct (on campus or within 300') • Aggravated assault, sexual assault, or aggravated sexual assault against a student (off-campus) • Murder, capital murder, or criminal attempted murder against a student (off-campus) • Expellable offenses occurring on another district's property in Texas • Title V felonies or aggravated robbery against another student • Breach of computer security <p>Mandatory</p> <ul style="list-style-type: none"> • Firearm • Location-restricted knife • Club • Prohibited weapon • Aggravated assault, sexual assault, or aggravated sexual assault • Arson • Murder, capital murder, or criminal attempted murder or capital murder • Indecency with a child • Aggravated kidnapping • Aggravated robbery • Manslaughter • Criminally negligent homicide • Continuous sexual abuse of young child or children • Marijuana or controlled substances (felony) • Dangerous drugs (felony) • Alcohol (felony) • Retaliation against an employee or volunteer (regardless of location involving any of the infractions above) 	<ul style="list-style-type: none"> • Exclusion from extracurricular activities • DAEP- I&G • JJAEP

Consequences for each level include but are not limited to those listed (Please see General Conduct Violations on Page 13). 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.

Consequences at all Levels

School officials shall notify local law enforcement authorities any time it is suspected that a criminal act occurred on school or District property or at a school sponsored or school-related event. These individuals also have the authority to involve law enforcement in any discipline or campus situation where it is deemed necessary.

Disruptions

Conduct by students either in or out of class which for any reason – whether because of time, place, or manner of behavior – materially disrupts class work, or involves substantial disruption or invasion of the rights of others is prohibited. Student demonstrations and similar activities will be prohibited when there is evidence which may reasonably lead school authorities to forecast substantial disruption of, or material interference with, normal school operations or approved school activities. The evidence must establish a “reasonable belief of substantial disruption “of school operations; “undifferentiated fear” or mere apprehension of disturbance are not sufficient to justify restrictions on students’ otherwise legitimate right to freedom of expression.

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 campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history, or
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.

Alternative Education Placements

MISD has Alternative Placements which are approved for Student Transfer and/or Placements; however, each program has specific admission criteria. They are as follows:

1. Instruction & Guidance Center
 - Level I Program:
 - a. 30-Day Program
 - b. 45-Day Program
 - Level II Program:
 - a. 45-Day Program
 - b. 84-Day Program
2. Campus DAEP to include the Behavioral Transitional Program
3. Elementary DAEP
 - a. 15-Day Program
 - b. 30-Day Program
 - c. 45-Day Program
4. Juvenile Justice Alternative Education Program (JJAEP)

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student **may** be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this code.

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or 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, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, or secret society or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Any criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

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

The campus behavior coordinator **may**, but is not required to, 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 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:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see glossary) under Texas Penal Code 22.01(a) (1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. 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. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for "under the influence.")

- 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, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure.
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Texas Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see glossary),
 2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
 3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if 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, the offending student shall be transferred to another campus in the district. 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 campus behavior coordinator.

Conference

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

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student 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 campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history, or
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 the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order 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 the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

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

Length of Placement

The duration of a student's placement in a DAEP shall be determined by the campus behavior coordinator.

The duration of a student's placement shall be determined on a case-by-case basis. DAEP placement shall be correlated to 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 the 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 commit offenses requiring placement in a DAEP 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 campus behavior coordinator 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.

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 FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through *Policy On Line* at the following address: www.mcallenisd.org

Appeals shall begin at Level Two with the Director of Student Support Services.

Disciplinary consequences shall not be deferred 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 co-curricular 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 campus behavior coordinator and/or, if applicable, the McAllen Independent School District'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 campus behavior coordinator and/or, if applicable, the McAllen Independent School District's designee 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 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 campus behavior coordinator may complete the proceedings and issue a placement order. If the student then reenrolls 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 campus behavior coordinator 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.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the administration 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 placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be 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 Student

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

Appeal

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

Certain Felonies

Regardless of whether 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 campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Texas Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have 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;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have 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
- Have 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 these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator 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, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

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

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student,
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See glossary)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not 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, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Carrying on or about the student’s person a handgun, a location-restricted knife, or a club, as these terms are defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary.)
- Possession of a firearm, as defined by federal law. (See glossary.)

Property of Another District

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

While in DAEP

A student **may** be expelled for engaging in documented serious misbehavior that violates the district's Code, 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 Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Section 21.07, Penal Code;
 - b. Indecent exposure under Section 21.08, Penal Code;
 - c. Criminal mischief under Section 28.03, Penal Code;
 - d. Personal hazing under Section 37.152; or
 - e. Harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary.)

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

Under the Texas Penal Code

- Carrying on or about the student's person the following, as defined by the Texas Penal Code:
 - 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 the firearm 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 in state law. (See glossary.)
 - A club, as defined in state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:

- Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See glossary.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

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

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator 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 campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- 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.

4. 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 Student Support Services 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 hear statements made by the parties at the review and shall 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 campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

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 for Student Support Services 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 Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be correlated to 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 has violated the district's Code in a way that 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 campus behavior coordinator 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 campus behavior coordinator 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. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

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

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Texas Penal Code 29.03(a) when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Texas 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 Texas Penal Code 28.02 as:

1. A crime that involves 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. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damages or destroys a building belonging to another, or
 - b. Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Texas Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as 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 Texas 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 in Section 37.0832 of the Education Code 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 of 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 publically 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 Texas 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 Texas Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

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, 2, 2-A, 3, or 4 of the Texas Controlled Substance 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 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 Section 37.0832 of the Education Code 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 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. 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 Texas 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 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 weapon; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such terms does not include an antique firearm.

Firearm silencer is defined by Texas Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

Graffiti are 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 Texas 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 Section 37.001 (b)(2) of the Education Code; 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; and
 - d) Sending repeated electronic communication in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

Hazing is defined by Section 37.151 of the Education Code 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 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreachable risk of harm or that adversely affects the student's mental or physical health, such a 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; and
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 Section 37.001 (b)(3) of the Education Code 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 Texas 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 Texas Penal Code 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her 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 Texas Civil Practices and Remedies Code 98B.001 and Texas 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 Texas Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles as defined by Texas Penal Code 46.01 are 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 Texas Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; 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; telecommunications or electronic devices; or any school property used by the student, including but not limited to a locker or desk.

Prohibited weapon under Texas 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;
 - b) A machine gun;
 - c) A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device;

6. An improvised explosive device; or
7. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

Public Lewdness is defined by Texas 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, 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 Section 37.121(d) of the Education Code are excepted from this definition.

Reasonable belief is a determination made by the superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Section 21.07, Texas Penal Code;
 - b. Indecent exposure under Section 21.08; Texas Penal Code;
 - c. Criminal mischief under Section 28.03, Texas Penal Code;
 - d. Personal hazing under Section 37.152, Education Code; or
 - e. Harassment under Section 42.07(a)(1), Texas Penal Code, 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 school work 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 Texas Penal Code 46.01 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 Texas Penal Code 22.07 as 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 Section 46.01 of the Texas Penal Code 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 Texas Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, -.05, Texas Penal Code;
- Kidnapping under section 20.03, Texas Penal Code;
- Trafficking of persons under Section 20 A.02, Texas Penal Code;
- Smuggling or continuous smuggling of persons under Sections 20.05 - .06, Texas Penal Code;
- Assault under Section 22.01, Texas Penal Code;
- Aggravated assault under Section 22.02, Texas Penal Code;
- Sexual assault under Section 22.011, Texas Penal Code;
- Aggravated sexual assault under Section 22.021, Texas Penal Code;
- Unlawful restraint under Section 20.02, Texas Penal Code;
- Continuous sexual abuse of a young child or children under Section 21.02, Texas Penal Code;
- Bestiality under Section 21.09, Texas Penal Code;
- Improper relationship between educator and student under section 21.12, Texas Penal Code;
- Voyeurism under Section 21.17, Texas Penal Code;

- Indecency with a child under Section 21.11, Texas Penal Code;
- Invasive visual recording under Section 21.15, Texas Penal Code;
- Disclosure or promotion of intimate visual material under Section 21.16, Texas Penal Code;
- Sexual coercion under Section 21.18, Texas Penal Code;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04, Texas Penal Code;
- Abandoning or endangering a child under Section 22.041, Texas Penal Code;
- Deadly conduct under Section 22.05, Texas Penal Code;
- Terroristic threat under Section 22.07, Texas Penal Code;
- Aiding a person to commit suicide under Section 22.08, Texas Penal Code; and
- Tampering with a consumer product under Section 22.09, Texas Penal Code.

[See FOC (EXHIBIT)]

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 Texas Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



**BOARD OF TRUSTEES
2020-2021**

PRESIDENT



Mr. Conrado Alvarado
3001 Yellowhammer
McAllen, TX 78504
(Place 2) (2019-2023)

(956) 655-8182 (C)
conrado.alvarado@mcallenisd.net

VICE-PRESIDENT



Mr. Sam Saldivar, Jr.
143 W. Iris Avenue
McAllen, Texas 78501
(Place 7) (2017-2021)

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SECRETARY



Mr. Tony Forina
3201 Mynah Ave.
McAllen, Texas 78504
(Place 4) (2019-2023)

tony.forina@mcallenisd.net

TRUSTEE



Mrs. Debbie Crane Aliseda
1519 Duke Ave.
McAllen, Texas 78504
(Place 3) (2017-2021)

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TRUSTEE



Mr. Larry Esparza
208 Ben Hogan Dr.
McAllen, Texas 78503
(Place 6) (2017-2021)

956.648.9186 (C)
larry.esparza@mcallenisd.net

TRUSTEE



Mr. Marco Suarez
6805 N. 34th Street
McAllen, Texas 78504
(Place 1) (2019-2023)

marco.suarez@mcallenisd.net

TRUSTEE



Mr. Daniel D. Vela
112 Erie
McAllen, Texas 78501
(Place 5) (2019-2023)

956.686.3716 (O)
daniel.vela@mcallenisd.net

2020

JULY						
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DECEMBER						
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2020-2021 CALENDAR
Final Draft-Option B
 Board of Trustees – Approved 12/9/19

Six Weeks Period			
1 st Six Weeks	Aug. 24-Sept. 25, 2020	25	days
2 nd Six Weeks	Sept. 28-Oct. 30, 2020	24	days
3 rd Six Weeks	Nov. 2-Dec. 18, 2020	29	days
4 th Six Weeks	Jan. 6-Feb 19, 2021	32	days
5 th Six Weeks	Feb. 22-Apr. 9, 2021	28	days
6 th Six Weeks	Apr. 12-May 28, 2021	35	days

Semester 1: 78 days
 Semester 2: 95 days
 Instructional Days - 173
 August 24, 2020 – May 28, 2021

187 Staff Working Days (173 + 14 PL/TWD)
 August 10, 2020 – May 28, 2021

McAllen High School Graduation: TBD
Memorial High School Graduation: TBD
Rowe High School Graduation: TBD
A.E.C.H.S. Graduation: TBD

Legend	
Professional Learning Days	August 10-13, 2020 August 18-20, 2020 November 20, 2020 January 5, 2021 March 12, 2021
Teacher Workdays	August 14, 2020 August 17, 2020 August 21, 2020 January 4, 2021
Weather Days	October 12, 2020 February 8, 2021
Holidays	Thanksgiving Break November 23-27, 2020 Winter Break December 21-31, 2020 January 1, 2021 Spring Break March 15-19, 2021 Miscellaneous (Friday) April 2, 2021
State Assessment Days	December 8-11, 2020 April 6-9, 2021 April 13-16, 2021 May 4-7, 2021 May 11-14, 2021 May 18-21, 2021 June 22-25, 2021
Early Release Days (Students & Staff)	Begin Six Weeks [] End Six Weeks [] Begin Semester [[] End Semester []]

2021

JANUARY						
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FEBRUARY						
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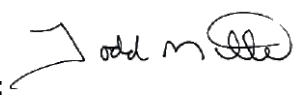
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JUNE						
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**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



117
Superintendent of Schools **Aug 5, 2020**



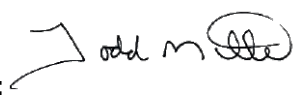
Texas Teacher Evaluation and Support System
(T-TESS) CALENDAR 2020-2021

DATE	
August 10 - 21, 2020	T-TESS Teacher Orientation
September 7, 2020	Formal classroom T-TESS observations may begin. (No earlier than two weeks after Teacher Orientation)
August 24 - September 25, 2020	Goal-Setting and Professional Development Plan submitted to appraiser (No later than six weeks after Teacher Orientation)
November 20, 2020	Last full instructional day before Thanksgiving holidays. No observations may be conducted.
December 8-11, 2020	STAAR Assessment Window – High School No observations may be conducted during actual test days.
December 18, 2020	Last full instructional day before Winter Break. No observations may be conducted.
March 12, 2021	Last full instructional day before Spring Break. No observations may be conducted.
February 22 - April 9, 2021	TELPAS Assessment Window No observations may be conducted during actual test days.
April 2, 2021	All appraisals must be completed
April 6-9, 2021	STAAR Assessment Window. No observations may be conducted during actual test days.
April 13-16, 2021	ONLINE
April 12, 2021	Deadline for Teacher GSPD Part 2 – End of Year Reflection. (First day of the last six weeks period)
April 26, 2021	Summative Appraisal Reports due to teachers. (10 days prior to scheduling summative conference)
May 7, 2021	All Summative Conferences must be completed. (Fifteen days before last day of instruction)
May 28, 2021	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 10, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



119
Superintendent of Schools **Aug 5, 2020**

Certification Status Export (2020-2021)

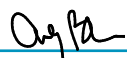
Last Name	First Name	Campus	Role	Status	Certification Year	Board Approved
Carmona	Miguel	AECHS	School Administrator	Certified	2020-2021	Pending
Garcia-Olivares	Dalia	AECHS	Assistant School Administrator	Certified	2020-2021	Pending
Saenz	Sandra	AECHS	Assistant School Administrator	Certified	2020-2021	Pending
Montes	Juan	Alvarez ES	School Administrator	Certified	2020-2021	Pending
Infante	Leticia	Bonham ES	School Administrator	Certified	2020-2021	Pending
Cantu	Linda	Brown MS	Assistant School Administrator	Certified	2020-2021	Pending
Gonzalez	Jessica	Brown MS	Assistant School Administrator	Certified	2020-2021	Pending
Gutierrez	Alfredo	Brown MS	School Administrator	Certified	2020-2021	Pending
Hernandez	Edna	Castaneda ES	Assistant School Administrator	Certified	2020-2021	Pending
Rodriguez	Jessica	Castaneda ES	School Administrator	Certified	2020-2021	Pending
Benford	Melvin	Cathey MS	School Administrator	Certified	2020-2021	Pending
Vallejo	Consuelo	Cathey MS	Assistant School Administrator	Certified	2020-2021	Pending
Williams	April	Cathey MS	Assistant School Administrator	Certified	2020-2021	Pending
Cazares	Samuel	De Leon MS	Assistant School Administrator	Certified	2020-2021	Pending
Saenz	Corina	De Leon MS	Assistant School Administrator	Certified	2020-2021	Pending
Snelling	Olga	De Leon MS	Assistant School Administrator	Certified	2020-2021	Pending
De La Cruz	Elizabeth	Escandon ES	Assistant School Administrator	Certified	2020-2021	Pending
Mora	Carlos	Escandon ES	School Administrator	Certified	2020-2021	Pending
Ramirez	Marisa	Fields ES	Assistant School Administrator	Certified	2020-2021	Pending
Trdla	Teresa	Fields ES	School Administrator	Certified	2020-2021	Pending
Hernandez	Carlos	Fossum MS	Assistant School Administrator	Certified	2020-2021	Pending
Montgomery	Rachel	Fossum MS	Assistant School Administrator	Certified	2020-2021	Pending
Williams	Laura	Fossum MS	School Administrator	Certified	2020-2021	Pending
Alaniz Lopez	Jennifer	Gonzalez ES	Assistant School Administrator	Certified	2020-2021	Pending
Hernandez	Christina	Gonzalez ES	School Administrator	Certified	2020-2021	Pending
Garza	Monica	Hendricks ES	Assistant School Administrator	Certified	2020-2021	Pending
Salinas	Sandra	Hendricks ES	School Administrator	Certified	2020-2021	Pending
Lowe	Jessica	Houston ES	Assistant School Administrator	Certified	2020-2021	Pending
Loya Thomas	Debra	Houston ES	School Administrator	Certified	2020-2021	Pending
Gutierrez	Fernando	I & G Center	School Administrator	Certified	2020-2021	Pending
Harris	Anthony	I & G Center	Assistant School Administrator	Certified	2020-2021	Pending
Herrera	Miguel	Jackson ES	School Administrator	Certified	2020-2021	Pending
Rodriguez	Karla	Jackson ES	Assistant School Administrator	Certified	2020-2021	Pending
Nino	Jeanette	Lamar Academy	School Administrator	Certified	2020-2021	Pending
Sanchez	Nora	Lamar Academy	Assistant School Administrator	Certified	2020-2021	Pending
Canales	Albert	McAllen HS	School Administrator	Certified	2020-2021	Pending
Friedlein	Stephanie	McAllen HS	Assistant School Administrator	Certified	2020-2021	Pending
Olivarez	Cynthia	McAllen HS	Assistant School Administrator	Certified	2020-2021	Pending
Palacios	Jozabad	McAllen HS	Assistant School Administrator	Certified	2020-2021	Pending
Salinas	Erika	McAllen HS	Assistant School Administrator	Certified	2020-2021	Pending
Garcia	Manuel	McAllen HS	Assistant School Administrator	Certified	2020-2021	Pending
Gonzalez	Elizabeth	McAuliffe ES	School Administrator	Certified	2020-2021	Pending
Saenz	Yvonne	McAuliffe ES	Assistant School Administrator	Certified	2020-2021	Pending
Alvarez	Pedro	Memorial HS	School Administrator	Certified	2020-2021	Pending
Bechtold	Rebecca	Memorial HS	Assistant School Administrator	Certified	2020-2021	Pending
Caldwell	Yvonne	Memorial HS	Assistant School Administrator	Certified	2020-2021	Pending
Castillo	Ramiro	Memorial HS	Assistant School Administrator	Certified	2020-2021	Pending
Lozano	Jesus Miguel Angel	Memorial HS	Assistant School Administrator	Certified	2020-2021	Pending
Rodriguez	Cassandra	Memorial HS	Assistant School Administrator	Certified	2020-2021	Pending
Guerra	Bibiana	Milam ES	Assistant School Administrator	Certified	2020-2021	Pending

Morin	Teresita	Milam ES	Assistant School Administrator	Certified	2020-2021	Pending
Quintanilla	Christian	Milam ES	School Administrator	Certified	2020-2021	Pending
Garza	Alenn	Morris MS	Assistant School Administrator	Certified	2020-2021	Pending
McClenny	Brian	Morris MS	School Administrator	Certified	2020-2021	Pending
Delgado	Veronica	Perez ES	School Administrator	Certified	2020-2021	Pending
Skretta	Marla	Perez ES	Assistant School Administrator	Certified	2020-2021	Pending
Partida	Clarissa	Rayburn ES	School Administrator	Certified	2020-2021	Pending
Hatzold	Cynthia	Roosevelt ES	Assistant School Administrator	Certified	2020-2021	Pending
Irlas	Albert	Roosevelt ES	School Administrator	Certified	2020-2021	Pending
Alaniz Jr.	Ignacio	Rowe HS	Assistant School Administrator	Certified	2020-2021	Pending
De Leon	Elizabeth	Rowe HS	Assistant School Administrator	Certified	2020-2021	Pending
Kaufmann	Monica	Rowe HS	School Administrator	Certified	2020-2021	Pending
Leal	Vanessa	Rowe HS	Assistant School Administrator	Certified	2020-2021	Pending
Macias	Ruben	Rowe HS	Assistant School Administrator	Certified	2020-2021	Pending
Lara	Liza	RSD	Assistant School Administrator	Certified	2020-2021	Pending
Rodriguez	Cynthia	Sanchez ES	School Administrator	Certified	2020-2021	Pending
Rodriguez	Veronica	Sanchez ES	Assistant School Administrator	Certified	2020-2021	Pending
Hinojosa	Diane	Seguin ES	Assistant School Administrator	Certified	2020-2021	Pending
Nevarez	Juan	Seguin ES	School Administrator	Certified	2020-2021	Pending
Barnett-Bermea	Karla	SPED	Assistant School Administrator	Certified	2020-2021	Pending
Reyes	Josie	SPED	Assistant School Administrator	Certified	2020-2021	Pending
Casas	Sonia	Thigpen-Zavala ES	School Administrator	Certified	2020-2021	Pending
Chapa	Marisela	Thigpen-Zavala ES	Assistant School Administrator	Certified	2020-2021	Pending
Amaya	Efrain	Travis MS	School Administrator	Certified	2020-2021	Pending
Venecia	Kristina	Travis MS	School Administrator	Certified	2020-2021	Pending
Bzibziak	Donna	Wilson ES	Assistant School Administrator	Certified	2020-2021	Pending
Garza	Kristine	Wilson ES	School Administrator	Certified	2020-2021	Pending

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Alexandra Molina*

SUPERVISOR: 
Arely Benavides (Aug 4, 2020 08:57 CDT)

Approved for presentation to the Board of Education:

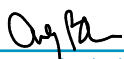


122
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (Jul 27, 2020 15:46 CDT)

Approved for presentation to the Board of Education:



123
Superintendent of Schools

Bid No. 2021-072 – Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid

VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	CATEGORY	MISD STOCK	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
Matts Corp	1	1	ROLL	770-09	Category A - Building Materials		CAP SHEET - App modified bitumen polyester cap sheet with mineral surface. Roll Dimensions: 39- 3/8" x 32' 10", 103lbs per roll. Top surface: mineral granule. Back surface; torchable polyethylene film. Must comply with ASTM D6222, Grade G, Type I.	<i>Flintlastic GTA or equal.</i>	\$ 69.99	THERMOTEK	N/A	1 TO 2 DAYS	Primary
No Bids Received	2	1	5 GAL	085-25	Category A - Building Materials		CEMENT - All weather flashing cement. Contractor grade asphaltic base; thick soft mastic consistency. Resistant to acids, alkyds; service temperature range: 40F - 90F. Must comply with ASTM D 4586 and ASTM D 3409.	<i>Tropical Asphalt #701 or equal.</i>					Reject Item
Matts Corp	3	40	5-LB	085-25	Category A - Building Materials	11268	CEMENT - Hydraulic type expanding cement; dries in 15 minutes; package size: 5 lb. box.	<i>Hartline Rockite #10005 or equal.</i>	\$ 7.49	HARTLINE	N/A	1TO2	Primary
Matts Corp	4	3	PALLET	150-12	Category A - Building Materials	11265	CONCRETE MIX - 4000 psi average compressive strength; blend of portland cement, sand, and gravel or stone. Package Size: **** Pallet of 42 - 80 lb. bags.	<i>Quikrete #1101 or equal.</i>	Cost Conversion \$4.19/ bag; 42 bags/Pallet equals \$175.98 \$ 4.19	QUIKRETE	N/A	1 TO 2 DAYS	Primary
Matts Corp	5	1	PKG	010-53	Category A - Building Materials	11200	FACED FIBERGLASS MEMBRANE - 3-1/2" x 15" x 94"; 88.12 square feet ; non-combustible; will not settle or deteriorate; kraft-faced; staple flange every 8"- 12"; sound attenuation.	<i>Owens Corning #R-11(M14) or equal.</i>	\$ 32.19	OWENS COR	N/A	1 TO 2 DAYS	Primary
Matts Corp	6	1	SQFT	010-53	Category A - Building Materials	11327	INSULATION - Kraft-faced Insulated Roll; dimensions are 94" long, 23" wide, and 6 -1/4". square feet = 75.07	<i>Owens Corning #R19 or equal.</i>	\$ 43.99	OWENS COR	N/A	1 TO 2 DAYS	Primary
Sherwin Williams Co.	7	1	BAG	540-81	Category A - Building Materials	124	JOINT COMPOUND - One-day patching and joint finishing. 18-lb lightweight drywall joint compound; 20 minute working time. Lightweight setting-type; coverage area 340 SQ. FT.	<i>SHEETROCK Brand Easy Sand #384214 or equal.</i>	\$ 8.95	USG	384215	NEXT DAY	Primary

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Matts Corp	8	1	BAG	540-81	Category A - Building Materials		JOINT COMPOUND - One-day patching and joint finishing. 18-lb lightweight drywall joint compound; 45 minute working time. Lightweight setting-type; coverage area 340 SQ. FT.	<i>SHEETROCK Brand Easy Sand # 384210 or equal.</i>	\$ 9.99	USG 20MIN	N/A	1 TO 2 DAYS	Secondary
Sherwin Williams Co.									\$ 8.95	USG	284216	NEXT DAY	Primary
Matts Corp	9	50	PAIL	540-81	Category A - Building Materials	11283	JOINT COMPOUND - Ready Mix; all-purpose. package size: 62 lb. pail.	<i>USG Sheetrock #380501-048 or equal.</i>	\$ 9.99	USG 45MIN	N/A	1 TO 2 DAYS	Secondary
Matts Corp	10	20	SACK	150-12	Category A - Building Materials	11264	PORTLAND CEMENT - Portland cement; type I/II low alkali; Package Size: 92.59 lb. sack.	<i>Alamo Portland Cement or equal.</i>	\$ 14.99	USG 5-GAL	N/A	1 TO 2 DAYS	Primary
Matts Corp	11	50	EACH	540-81	Category A - Building Materials	11020	SHEETROCK - Fire rated; Size: 4' x 8' x 5/8" thick. MUST BE AMERICAN MADE.		\$ 9.99	ALAMO	N/A	1 TO 2 DAYS	Primary
Matts Corp	12	1	EACH	150-91	Category A - Building Materials		WALL PANEL - Embossed white fiberglass reinforced plastic "FRP" wall panel. Measurements: 48" x 8'.	<i>Lowe's FTSTF #1031 or equal.</i>	\$ 10.99	USG AMER	N/A	1 TO 2 DAYS	Primary
Matts Corp	13	20	EACH	540-44	Category B - Lumber	11714	BOARD - Grade: #2 SPF; type: white pine; size: 2" x 8" x 10'.		\$ 32.99	FRP PANEL	N/A	1 TO 2 DAYS	Primary
Matts Corp	14	20	EACH	540-42	Category B - Lumber	11716	LUMBER - 2' x 4' x 16' treated lumber. ¹²⁵		\$ 7.99	TOMBALL	N/A	1 TO 2 DAYS	Primary
Matts Corp									\$ 10.99	TOMBALL	N/A	1 TO 2 DAYS	Primary

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Matts Corp	15	20	EACH	540-42	Category B - Lumber	11718	LUMBER - 2' x 4' x 8' treated lumber.		\$ 5.19	TOMBALL	N/A	1 TO 2 DAYS	Primary
Matts Corp	16	30	EACH	540-42	Category B - Lumber	11717	LUMBER - 2' x 6' x 10' treated lumber.		\$ 9.49	TOMBALL	N/A	1 TO 2 DAYS	Primary
Matts Corp	17	50	EACH	540-44	Category B - Lumber	11703	LUMBER - Class: #1 white pine; size: 1" x 12" x 14'; Quality: Clear.		\$ 36.99	SOUTHWEST	N/A	1 TO 2 DAYS	Primary
Matts Corp	18	60	EACH	540-44	Category B - Lumber	11707	LUMBER - Grade: #2 SPF; type: white pine; size: 2" x 4" x 10'.		\$ 5.39	dixie	N/A	1 TO 2 DAYS	Primary
Matts Corp	19	40	EACH	540-44	Category B - Lumber	11708	LUMBER - Grade: #2 SPF; type: white pine; size: 2" X 4" X 12'.		\$ 6.19	dixie	N/A	1 TO 2 DAYS	Primary
Matts Corp	20	60	EACH	540-44	Category B - Lumber	11706	LUMBER - Grade: #2 SPF; type: white pine; size: 2" x 4" x 8'.		\$ 3.39	dixie	N/A	1 TO 2 DAYS	Primary
Matts Corp	21	40	EACH	540-44	Category B - Lumber	11705	LUMBER - Grade: #2 SPF; type: white pine; size: 2" x 4" x 92-5/8".		\$ 3.29	dixie	N/A	1 TO 2 DAYS	Primary
Matts Corp	22	100	LFT	150-34	Category B - Lumber	11685	WOOD HAND RAILS - Round with flat surface for hand rail brackets; paintable. Type: standard maple or fir; length: 14'.		\$ 16.99	SOUTHWEST	N/A	1 TO 2 DAYS	Primary
Matts Corp	23	40	EACH	540-20	Category C - Plywood	11726	PLYWOOD - Type: birch; size: 4' x 8' x 1/4".	126	\$ 21.99	holland	N/A	1 TO 2 DAYS	Primary

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Matts Corp	24	100	EACH	540-20	Category C - Plywood	11727	PLYWOOD - Type: birch; size: 4' x 8' x 3/4". Cabinet Grade.		\$ 42.99	holland	N/A	1 TO 2 DAYS	Primary
Matts Corp	25	20	EACH	540-62	Category C - Plywood	11731	PLYWOOD - Type: CDX; size: 4' x 8' x 1/2".		\$ 18.99	dixie	N/A	1 TO 2 DAYS	Primary
Matts Corp	26	10	EACH	540-20	Category D - Moulding and Doors	11674	DOOR - Type: birch; lumber core; size 1-3/4" x 3'-0" x 6'- 8".		\$ 319.99	steves&sons	N/A	1 TO 2 DAYS	Primary
Matts Corp	27	10	EACH	540-20	Category D - Moulding and Doors	11676	DOOR - Type: birch; lumber core; size: 1-3/4" x 3'-0" x 7'-0".		\$ 349.00	steves&sons	N/A	1 TO 2 DAYS	Primary
Matts Corp	28	10	EACH	540-44	Category D - Moulding and Doors	11752	WOOD TRIM - white pine colonial base; 5/8" x 2-1/2" x 14'; Solid, non-finger joint.		\$ 10.99	SOUTHWEST	N/A	1 TO 2 DAYS	Primary
Matts Corp	29	1	EACH	287-12	Category E - Hardware	11330	BATTERY - Power tool battery, M18 18-Volt Lithium-Ion XC, high capacity battery; 2pack. To be used with Milwaukee Power Plus 18.0 VDC tools. Milwaukee #48-11-1822.	<i>Milwaukee #48-11-1822 or equal.</i>	\$ 149.99	milwakee	N/A	1 TO 2 DAYS	Primary
Mavich LLC									\$ 163.70	Milwaukee	48-11-1822 Grainger 38D762	1-3 days ARO	Secondary
Matts Corp	30	20	EACH	545-42	Category E - Hardware	11075	BLADE - Carbide saw blade; size: 7-1/4" x 40 tooth per inch; 5/8" arbor; 13/16" diamond; 7900 RPM Maximum.	<i>Milwaukee #48-40-4126 or equal</i>	\$ 16.99	fruede	N/A	1 TO 2 DAYS	Primary

Bid No. 2021-072 – Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid

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Matts Corp	31	50	EACH	545-42	Category E - Hardware	11084	CABINET WIRE PULLS - Cabinet wire pulls heavy-duty commercial grade, standard size, brushed chrome; Size: 4"	Amerock #BP76132CS26D or equal.	\$ 3.99	hardware	N/A	1 TO 2 DAYS	Primary
Matts Corp	32	1	PKG	450-21	Category E - Hardware		CABLE TIES - Heavy duty 14" in Length; nylon 6/6; tensile strength of 120lbs, UV/weather resistant, 100 per pack.	Thomas & Betts #L-14-120-0-C or equal.	\$ 30.99	thomas	I-14-120-oc	1 TO 2 DAYS	Primary
Matts Corp	33	1	RL	450-21	Category E - Hardware	11251	CHAIN - Coil chain 3/16"; zinc plated finish; length 250'; commercial grade 30/system 3; includes storage pail; approximately 800 lbs. working load.	Campbell #17964 or equal.	\$ 169.99	6322903	campbell	1 TO 2 DAYS	Primary
Matts Corp	34	25	PKG	545-42	Category E - Hardware	11341	CUTTING BLADE - blade dimension 12" x 3/4" x .050"; shank: 1/2" Universal; TPI/Grit: 6 TPI. package size: 5 per pack.	Milwaukee Sawzall #48-00-5037 or equal.	\$ 24.99	Milwaukee	48-005037	1 TO 2 DAYS	Primary
Mavich LLC									\$ 27.75	Milwaukee	48-00-5037 Grainger 1BV07	1-3 days ARO	Secondary
Mavich LLC	35	2	PKG	545-42	Category E - Hardware	11077	CUTTING BLADE - blade dimension 6" x 3/4" x .035"; shank: 18 TPI; TPI/Grit: 1/2 in. Universal package size: 50 per pack.	Milwaukee Sawzall #48-01-6184 or equal.	\$ 80.90	Milwaukee	48-01-6184 Grainger 1Y255	1-3 days ARO	Primary
Matts Corp									\$ 89.99	Milwaukee	48-016184	1 TO 2 DAYS	Secondary
Mavich LLC	36	25	PKG	545-42	Category E - Hardware	11340	CUTTING BLADE - blade dimension 9" x 3/4" x .035"; shank: 18 TPI; TPI/Grit: 1/2" Universal. package size: 50 per pack.	Milwaukee Sawzall #48-01-6188 or equal.	\$ 102.06	Milwaukee	48-01-6188 Grainger 1BV35	1-3 days ARO	Primary
Matts Corp						128			\$ 149.99	48-016188	N/A	1 TO 2 DAYS	Qualified

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Fairway Supply Inc.	37	20	EACH	175-84	Category E - Hardware	11892	DOOR STOP - Heavy duty concave wall door stop; height 2 3/8", width 15/16". Finish: satin chrome, drywall mount, 2.5" diameter, w/rubber shoe.	<i>Battalion #5U614 or equal.</i>	\$ 4.34	DON JO	1407	STOCKI	Primary
Matts Corp									\$ 5.99	tell	dt100084	1 TO 2 DAYS	Secondary
Mavich LLC									\$ 8.12	Grainger Approved	5U614	1-3 days ARO	Qualified
Matts Corp	38	20	EACH	445-06	Category E - Hardware	11253	DRILL BIT - Special direct system "SDS" drill bit carbide, 1/4" - overall length 6".	<i>Dewalt #DW5417 or equal.</i>	\$ 3.69	simpson	mdpl02506	1 TO 2 DAYS	Primary
Mavich LLC									\$ 4.00	DeWalt	DW5417 Grainger 4TG19	1-3 days ARO	Secondary
Mavich LLC	39	1	BOX	201-42	Category E - Hardware		GLOVES - Industrial grade; nitrile and powder free; disposable gloves. package size: 100 gloves per box, XLARGE SIZE, 5 mil; 9/5" long.	<i>Pro-Safe #65590689 or equal.</i>	\$ 10.68	Condor	423P39 Grainger 423P39	1-3 days ARO	Primary
Matts Corp									\$ 11.99	boss	9784356	1 TO 2 DAYS	Secondary
Matts Corp	40	1	PAIR	201-42	Category E - Hardware		GLOVES - Nylon blend general purpose work gloves; nitrile coated; coated area: palm & fingers; unlined, knit wrist cuff. Finger coverage: Full fingered. XLARGE SIZE (10).	<i>Pro-Safe #02095792 or equal.</i>	\$ 1.99	cordova	9632668904	1 TO 2 DAYS	Primary
Mavich LLC									\$ 2.96	Ansell	11-801 - size 10 Grainger 5AJ30	1-3 days ARO	Secondary

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Matts Corp	41	1	PAIR	201-42	Category E - Hardware		GLOVES - Nylon blend general purpose work gloves; nitrile coated; coated area: palm & fingers; unlined, knit wrist cuff. Finger coverage: Full fingered.. LARGE SIZE (9).	<i>Pro-Safe #02095768 or equal.</i>	\$ 1.99	9632668902	N/A	1 TO 2 DAYS	Primary
Mavich LLC									\$ 2.96	Ansell	11-801 size 9 Grainger 5AJ29	1-3 days ARO	Secondary
Mavich LLC	42	1	PKG	545-42	Category E - Hardware	11079	HEAVY DUTY REPLACEMENT BLADE - General purpose for use with Stanley 10-499; 2-7/16" carbon steel; 2 blade points. Package size: 100 per pack	<i>Stanley #11-921A or equal.</i>	\$ 19.19	Stanley	11-921A Grainger 4A805	1-3 days ARO	Primary
Mavich LLC	43	50	PKG	545-42	Category E - Hardware	11079	HEAVY DUTY REPLACEMENT BLADE - General purpose for use with Stanley 10-499; 2-7/16" Carbon Steel; 2 blade points. Package size: 5 per pack.	<i>Stanley #11-921 or equal.</i>	\$ 1.52	Stanley	11-921 Grainger 5C949	1-3 days ARO	Primary
Matts Corp	44	40	SETS	450-36	Category E - Hardware	11122	HINGE - Overlay face frame self closing; package includes one (1) pair of hinges with four 5 x 5/8" OH screws, six 6 x 1/2" flat-head screws, and two door bumpers; finish: Polish brass.	<i>Elements #P5011PB or equal.</i>	\$ 1.69	elements	p5011pb	1 TO 2 DAYS	Primary
Matts Corp	45	30	SETS	450-36	Category E - Hardware	11121	HINGES - 4 1/2" x 4 1/2" USP prime non-removable steel pin hinges (1 set of 3 hinges) button tip; hole pattern template; includes screws. Finish: satin chrome #US26D.	<i>Ultra #35151 or equal.</i>	\$ 21.99	ultra	35182	1 TO 2 DAYS	Primary
Matts Corp	46	25	EACH	175-84	Category E - Hardware	11125	HOLDER - Door holders, 5" commercial type w/rubber shoe; finish: aluminum. 130	<i>Ultra #36000 or equal.</i>	\$ 6.49	ultra	3600	1 TO 2 DAYS	Primary

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Mavich LLC									\$ 6.57	Kaba Ilco	IL-KDDH-5-AL Grainger 40JL03	1-3 days ARO	Secondary
Fairway Supply Inc.									\$ 17.40	DON JO	1467-626	STOCKI	Qualified
	47	1	PKG	306-04	Category E - Hardware		HOOK BLADE - Carbon steel hook blade, 2-1/6"; overall length 6"; blade thickness 0.024"; package size: 100 per pack.	<i>Stanley #11- 961A or equal.</i>					
Matts Corp									\$ 64.99	stanley	11961a	1 TO 2 DAYS	Primary
Mavich LLC									\$ 66.12	Stanley	11-961A Grainger 5R707	1-3 days ARO	Secondary
	48	15	PKG	306-04	Category E - Hardware	11080	HOOK BLADE - Used for cutting and trimming roofing materials, linoleum, carpet, fabric, cartons and sheet materials; length: 2-1/6"; thickness: .024; 5 per pack.	<i>Stanley #11-961 or equal.</i>					
Matts Corp									\$ 4.99	stanley	11961	1 TO 2 DAYS	Primary
Mavich LLC									\$ 5.15	Stanley	11-961 Grainger 5C953	1-3 days ARO	Secondary
	49	1	RL	450-24	Category E - Hardware	11224	ROPE - Rope 1/4" nylon, 1000' length. Reel.	<i>Tytan International #SBN8100 or equal.</i>					
Matts Corp									Cost Conversion \$0.129/lf \$ 129.99	lehigh	14345	1 TO 2 DAYS	Primary
Mavich LLC									Cost Conversion \$0.139/lf \$ 83.92	Grainger Approved, 600 ft	530080-00600 Grainger 45AU81	1-3 days ARO	Secondary
	50	1	RL	450-24	Category E - Hardware	11222	ROPE - Rope 3/16" nylon, 1000' length.	<i>Tytan International #SBN61000 or equal.</i>					
Matts Corp						131			\$ 89.99	lehigh	10096 20RX11	1 TO 2 DAYS	Primary
Mavich LLC									\$ 94.59	Grainger Approved	Grainger 20RX11	1-3 days ARO	Secondary

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Matts Corp	51	1	RL	450-24	Category E - Hardware	11223	ROPE - Rope 3/8" nylon, 500' length.	<i>Tytan International #SBN12500 or equal.</i>	\$ 134.99	lehigh	101720	1 TO 2 DAYS	Primary
Mavich LLC									\$ 189.53	Grainger Approved	Grainger 35MP17	1-3 days ARO	Secondary
Matts Corp	52	200	SLEEVE	005-14	Category E - Hardware	11232	SAND PAPER - Grit extra fine 220 9" X 11" - 100; per sleeve.	<i>Norton #662611001488 or equal.</i>	\$ 22.99	ali ind	9x11 220grt	1 TO 2 DAYS	Primary
Matts Corp	53	100	EACH	150-90	Category E - Hardware	11127	SEAL - Weather seal, (door bottom) aluminum and vinyl - 3/4" X 36" satin finish.	<i>M-D Building Products #05389 or equal</i>	\$ 7.99	md	5389	1 TO 2 DAYS	Primary
No Bids Received	54	1	EACH	165-88	Category E - Hardware		hammered granite finish. Weight capacity: 2,000 lbs. per shelf (8,000 lbs total). Assembled size: 72" x 77" x 24"	<i>Gladiator #GARS774XEG or equal.</i>					Reject Item
No Bids Received	55	1	EACH	165-88	Category E - Hardware		SHELVING UNIT - 6-shelf commercial storage shelving; heavy duty steel; adjustable shelves. Weight capacity: 500 lbs. Assembled size: 47.75" x 18" x 72" with leveling feet.	<i>Member's Mark #18496ZN or equal.</i>					Reject Item
Matts Corp	56	1	PR	450-28	Category E - Hardware		SLIDE - Cabinet hardware drawer slide 22", full extension.	<i>Knape & Vogt #8400P 22 or equal.</i>	\$ 5.99	hardware	b22fe	1 TO 2 DAYS	Primary
No Bids Received	57	1	EACH	165-88	Category E - Hardware		STORAGE RACK - 5-shelf industrial-strength; heavy duty steel; adjustable shelves. Weight capacity: 800 lbs. per shelf (4,000 lbs total). Assembled size: 24" x 48" x 72".	<i>Member's Mark #016054-1 or equal.</i>					Reject Item
Matts Corp	58	40	ROLL	832-24	Category E - Hardware	15260	TAPE - General purpose duct tape 2" X 60 Yd; black.	<i>Fasson #950B or equal.</i>	\$ 6.99	3m	3960bk	1 TO 2 DAYS	Primary

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Mavich LLC									\$ 22.40	3M	8979 Grainger 15F807	1-3 days ARO	Qualified
	59	1	PKG	445-42	Category E - Hardware		UTILITY KNIFE - 2-7/16" blade retractable utility knife. Aluminum handle; overall length 6"; package size: 3 per pack.	<i>Stanley #10-099 or equal</i>					
Matts Corp									\$ 3.99	stanley	10099	1 TO 2 DAYS	Primary
Mavich LLC									\$ 4.26	Stanley	10-099 Grainger 4A803	1-3 days ARO	Secondary
	60	5	EACH	450-87	Category E - Hardware	11272	WATER COOLER - 5 gallon.						
Matts Corp									\$ 24.99	rubber maid	1840999	1 TO 2 DAYS	Primary
Mavich LLC									\$ 37.40	Grainger Approved	42196 Grainger 38D839	1-3 days ARO	Qualified
	61	5	ROLL	280-95	Category E - Hardware	11296	WIRE - Rebar tie wire 1/2 LB. 340' roll.						
Matts Corp									\$ 5.99	griprite		1 TO 2 DAYS	Primary
	62	1	PKG	010-08	Category F - Ceiling Tile, Materials and Supplies		CEILING TILE - Medium texture; unscored pattern; mineral fiber, wet-formed material; standard humidity resistance; square lay-in; 15/16" face grid; fire resistant; Size: 24" x 48" x 5/8"; package size: 10 pieces per carton. Color: white.	<i>Armstrong #942B or equal.</i>					
Matts Corp									\$ 52.99	armstrong	942	1 TO 2 DAYS	Primary
Fairway Supply Inc.	62								No bid				
Mavich LLC	62								No bid				
Sherwin Williams Co.	62								No bid				
No Bids Received	63	1	PKG	010-08	Category F - Ceiling Tile, Materials and Supplies		CEILING TILE - Mineral fiber, textured, regular edge, standard humidity and mold resistance. Class A fire resistant; sound absorption superior (NRC 0.55); sound blocking superior (CAC 35). Color: white, size 24" x 48" x 3/4".	<i>Armstrong #9767 or equal.</i>					Reject Item

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Matts Corp	64	3	BOX	010-08	Category F - Ceiling Tile, Materials and Supplies	11894	CROSS TEE - Acoustical Suspension System, Cross tee - 2' X 1"standard flat white, 60 pcs. per box.	USG-Donn #DX216 or equal.	\$ 2.89	usg	dxl216	1 TO 2 DAYS	Primary
Matts Corp	65	3	BOX	010-08	Category F - Ceiling Tile, Materials and Supplies	11118	CROSS TEE - Acoustical Suspension System, Cross tee - 4' X 1 1/2" standard flat white, 60 pcs. per box. USG Donn DX422 #DX422.	USG-Donn #DX422 or equal.	\$ 3.25	usg	dxl424	1 TO 2 DAYS	Primary
Matts Corp	66	2	PKG	010-08	Category F - Ceiling Tile, Materials and Supplies	11109	MAIN TEE - Acoustical Suspension System, Interior use; fire-rated; color: flat white, size: 12' x 1-1/2; package size: 20 pieces per package.	USG-Donn #DXL 24 or equal.	\$ 9.99	usg	dxl24	1 TO 2 DAYS	Primary
Matts Corp	67	1	BOX	010-08	Category F - Ceiling Tile, Materials and Supplies	11110	WALL ANGLE - Acoustical Suspension System, 12' X 7/8" white, box of forty (40). USG #Donn DX M7.	USG-Donn #DX M7 or equal.	\$ 8.99	usg	sm7	1 TO 2 DAYS	Primary
Matts Corp	68	10	GAL	010-11	Category G - Flooring and Laminates	11280	CONTACT ADHESIVE - Flammable brush/roller grade; approximate dry time: 20-30 minutes; natural color; size: 1 gallon.	Wilsonart #WA 600 or equal.	\$ 39.99	wilsonart	600	1 TO 2 DAYS	Primary
Matts Corp	69	10	EA	150-90	Category G - Flooring and Laminates	11128	DOOR WEATHERSTRIP - Universal weatherstrip; 36" X 84"; standard aluminum finish; air and moisture tight seal; blocks air infiltration; slotted fastener holes; to include screw fasteners.	Macklandburg- Duncan Jamb Up #01073 or equal.	\$ 11.99	macklabur	Duncan 01073	1 TO 2 DAYS	Primary

Bid No. 2021-072 – Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid

VENDOR	LINE ITEM	EST. QTY	UOM	CLASS ITEM	CATEGORY	MISD STOCK	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
No Bids Received	70	10	SHT	665-71	Category G - Flooring and Laminates	11145	LAMINATE - Oyster Grey color; standard HPL finish-matte finish.Size: 3' x 10'.	Formica #929-58 or equal.					Reject Item
No Bids Received	71	10	SHT	665-71	Category G - Flooring and Laminates	11136	LAMINATE - Oyster Grey color; standard HPL finish-matte finish. Size: 3' x 12'.	Formica #929-58 or equal.					Reject Item
No Bids Received	72	10	SHT	665-71	Category G - Flooring and Laminates	11144	LAMINATE - Oyster Grey color; standard HPL finish-matte finish. Size: 3' x 8'.	Formica #929-58 or equal.					Reject Item
No Bids Received	73	10	SHT	665-71	Category G - Flooring and Laminates	11145	LAMINATE - Oyster Grey color; standard HPL finish-matte finish. Size: 4' x 10'.	Formica #929-58 or equal.					Reject Item
	74	10	SHT	665-71	Category G - Flooring and Laminates	11136	LAMINATE - Oyster Grey color; standard HPL finish-matte finish. Size: 4' x 12'.	Formica #929-58 or equal.					
Matts Corp									\$ 159.99	formica	N/A	1 TO 2 DAYS	Primary
	75	1	SHT	665-71	Category G - Flooring and Laminates	11144	LAMINATE - Oyster Grey color; standard HPL finish-matte finish. Size: 4' x 8'.	Formica #929-58 or equal.					
Matts Corp									\$ 84.99	formica	N/A	1 TO 2 DAYS	Primary
	76	200	BOX	360-85	Category G - Flooring and Laminates	11143	TILE - Vinyl floor tiles - 12" x 12" Armstrong 51911 pattern only; District has standardized on this tile.	Armstrong #51911 or equal.					
Matts Corp									\$ 31.95	armstrong	51911	1 TO 2 DAYS	Primary
Sherwin Williams Co.									\$ 37.99	Armstrong	#51911	7 days	Secondary
	77	20	ROLL	360-85	Category G - Flooring and Laminates	11139	VINYL COVE - 4" X 120' LF. X .080 roll vinyl cove base-black.	Flexco Black Dahlia #FC40CT1P001 or equal.					
Matts Corp						135			\$ 64.99	flexco blk	N/A	1 TO 2 DAYS	Primary

Bid No. 2021-072 – Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid

VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	CATEGORY	MISD STOCK	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
No Bids Received	78	1	GAL	010-11	Category H - Roofing Supplies		ADHESIVE - Modified bitumen adhesive; professional grade polymer modified asphalt adhesive. Able to apply on SBS modified bitumen sheets, glass base ply's, as a lap cement, or as a roof adhesive. Must comply with ASTM D 3019, Type-1.	<i>Tropical Roofing #216 or equal.</i>					Reject Item
Matts Corp	79	1	ROLL	770-09	Category H - Roofing Supplies		ALUMINUM ROLL ROOFING - Instant waterproof repair; self-adhesive; roll dimensions: 3' W x 33.5' L. Each roll must cover a minimum of 1 Square or 100 SQ. FT.	<i>Peel & Seal # PS36 or equal.</i>	\$ 119.99	peel&seel	36x 33	1 TO 2 DAYS	Primary
Matts Corp	80	5	ROLL	770-41	Category H - Roofing Supplies	11208	FLASHING - Flashing 12" x 50' roll.	<i>Amerimax #70012 or equal.</i>	\$ 39.99	diamond met	12 x 50	1 TO 2 DAYS	Primary
Matts Corp	81	5	ROLL	770-93	Category H - Roofing Supplies	11903	MEMBRANE - White APP granulated modified torch roll. Each roll must cover a minimum of 1 Square or 100 SQ. FT. Must comply with ICBO #ER-4887 and ASTM #D6222; HUD MR 1225C.	<i>Flint Lastic #GTA or equal.</i>	\$ 54.99	THERMOTEK	N/A	1 TO 2 DAYS	Primary
Matts Corp	82	1	5 GAL	770-93	Category H - Roofing Supplies		ROOF COATING - Silicone based. Color: White; must have 100% silicone roof coating and 69% solids by volume; Solar reflective index: 85%.	<i>Gaco #Gr1600 or equal.</i>	\$ 269.99	gaco white	N/A	1 TO 2 DAYS	Primary
Matts Corp	83	1	ROLL	770-38	Category H - Roofing Supplies		ROOFING FELT - Felt roof deck protection. Slip resistant, asphalt-saturated material. #30W; dimensions: 36" +/-0.07%; Each roll must cover a minimum of 216 SQ. FT. Must comply with ASTM specification D-4869 Type II.	<i>Warrior Roofing #30 Felt-2SQ D4869-A or equal.</i>	\$ 14.99	#30 felt	N/A	1 TO 2 DAYS	Primary
Matts Corp	84	1	ROLL	832-24	Category H - Roofing Supplies		TAPE SEAL - Fabric backed duct sealing tape for use on roofs. Size: 12" x 50"; Thickness: 30 mils (1 mm). Color: grey.	<i>EternaBond WebSeal #WB- 12-50-C or equal.</i>	\$ 39.99	peel&seel	12 x 33	1 TO 2 DAYS	Primary

VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	CATEGORY	MISD STOCK	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
	85	1	ROLL	832-24	Category H - Roofing Supplies		TAPE SEAL - Fabric backed duct sealing tape for use on roofs. Size: 6" x 50'; Thickness: 30 mils (1 mm). Color: grey.	<i>EternaBond WebSeal #WB-6-50-C or equal.</i>					
Matts Corp									\$ 22.99	peel&seel	6 x 33	1 TO 2 DAYS	Primary
	86	50	EA	287-36	Category I - Locksmith Supplies	11807	CABINET LOCKS - 1 - 1/8" bright chrome finish; must match National #C8053 to replace or add to existing hardware. Must be Keyed Alike.	<i>National #C8053 or equal.</i>					
Fairway Supply Inc.									\$ 5.65			1-2 WEEKS	Primary
Matts Corp									\$ 7.99	peel&seel	prime line	1 TO 2 DAYS	Secondary
	87	50	EA	287-36	Category I - Locksmith Supplies	11808	CABINET LOCKS - 1 - 3/8" bright chrome finish; must match National #C8055 to replace or add to existing hardware. Must be Keyed Alike.	<i>National #C8055 or equal.</i>					
Fairway Supply Inc.									\$ 5.95			1-2 WEEKS	Primary
Matts Corp									\$ 8.99	primeline	u995010a	1 TO 2 DAYS	Secondary
	88	25	EA	450-26	Category I - Locksmith Supplies	11821	CLOSURE - Door closure, aluminum; must match International 63AL to replace or add to existing hardware.	<i>CAL-Royal #730 or equal.</i>					
Fairway Supply Inc.									\$ 44.60			1-2 WEEKS	Primary
	89	25	EA	450-26	Category I - Locksmith Supplies	11822	CLOSURE - Door closure, aluminum; must match International 64AL to replace or add to existing hardware.	<i>CAL-Royal #740 or equal.</i>					
Fairway Supply Inc.									\$ 49.10			1-2 WEEKS	Primary
	90	25	EA	450-26	Category I - Locksmith Supplies	11802	LEVER HANDLER - Cylindrical lever locks; must match Best 93K-7-R-15-D-S3-626 lever design to replace or add to existing hardware.	<i>Best #93K-7-R-15-D-S3-626 or equal.</i>					
Fairway Supply Inc.						137			\$ 309.00			2 WEEKS	Primary

Bid No. 2021-072 – Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid

VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	CATEGORY	MISD STOCK	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
Fairway Supply Inc.	91	100	EA	318-40	Category I - Locksmith Supplies	11250	PADLOCK - MasterLock padlock; must be keyed 3909.	Master #1KA or equal.	\$ 9.00			1-2 WEEKS	Primary
Matts Corp									\$ 10.99	master	Ka 3909	1 TO 2 DAYS	Secondary
Matts Corp	92	100	TUBE	010-11	Category J - Paint, Materials and Supplies	11141	ADHESIVE - Cove base adhesive for installation of rubber or vinyl cove base, latex based, moisture resistant, must provides secure reliable bond, smooth consistency, easy to spread & trowel, minimum ten (10) year limited warranty. Tube Size: 30 oz.	Henry W. W. Company #440 or equal.	\$ 5.99	Henry 440	12170	1 TO 2 DAYS	Primary
Sherwin Williams Co.	93	300	TUBE	630-06	Category J - Paint, Materials and Supplies	11104	CAULK - Siliconized flexible acrylic caulking compound; paintable; durable; mildew resistance; easy cleanup. Color: white; tube size: 11 oz.	Sherwin-Williams Pro Select #00WL0950A or equal.	\$ 1.45	SW	950A	Next Day	Primary
Matts Corp									\$ 1.79	ppg top gun	N/A	1 TO 2 DAYS	Secondary
Sherwin Williams Co.	94	1	GAL	630-56	Category J - Paint, Materials and Supplies		PAINT - Alkyd industrial exterior/interior, gloss for interior and exterior surfaces, white and all tint bases; must have a minimum of 62% solids by weight, 45% by volume, 24% titanium dioxide and 31% resin. McAllen I.S.D. will select colors and allow a 2% plus/minus deviation from specifications.	Sherwin-Williams or equal.	\$ 25.95	SW	b54w101	Next Day	Primary
Matts Corp									\$ 38.99	ppg	N/A	1 TO 2 DAYS	Secondary
Sherwin Williams Co.	95	1	5 GAL	630-56	Category J - Paint, Materials and Supplies		PAINT - Alkyd industrial exterior/interior, gloss for interior and exterior surfaces, white and all tint bases; must have a minimum of 62% solids by weight, 45% by volume, 24% titanium dioxide and 31% resin. McAllen I.S.D. will select colors and allow a 2% plus/minus deviation from specifications.	Sherwin-Williams or equal.	\$ 129.75	SW	b54w101	Next Day	Primary

Bid No. 2021-072 – Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid

VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	MISD CATEGORY	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
Matts Corp								\$ 159.99	ppg	N/A	1 TO 2 DAYS	Secondary
	96	1	5-GAL	630-56	Category J - Paint, Materials and Supplies	PAINT - Exterior,latex, satin, white/all tint bases; must have a minimum of 50% solids by weight, 32% solids by volume, 19% titanium dioxide and 12% resin. McAllen I.S.D. will select colors and allow a 2% plus/minus deviation from specifications.	<i>Sherwin-Williams or equal.</i>					
									<i>Does not meet specs.</i>			
Sherwin Williams Co.								\$ 112.35	SW	A89w1151	Next Day	Reject Item
	97	1	5-GAL	630-56	Category J - Paint, Materials and Supplies	PAINT - Latex gloss or semi-gloss white and all tint bases for interior use. Must have a minimum of 42% solids by weight, 34% solids by volume, 12% Titanium Dioxide and 21% Resin. McAllen I.S.D. will select colors and allow a 2% plus/minus deviation from specifications.	<i>Sherwin-Williams or equal.</i>					
									<i>Does not meet specs.</i>			
Sherwin Williams Co.								\$ 93.85	SW	b31w3060	Next Day	Reject Item
	98	1	GAL	630-56	Category J - Paint, Materials and Supplies	PAINT - Ultra deep base, interior, latex semi-gloss, assorted accent colors; must have a minimum of 38% solids by weight, 30% solids by volume, 12% titanium dioxide and 21% resin. McAllen I.S.D. will select colors and allow a 2% plus/minus deviation from specifications.	<i>Sherwin-Williams #200 Zero VOC or equal.</i>					
Sherwin Williams Co.								\$ 18.66	SW	b31t2654	Next Day	Primary
	99	1	5-GAL	630-66	Category J - Paint, Materials and Supplies	PAINT - VOC Compliant solvent-based acrylic traffic marking paint, conventional dry (non-heat applied); color: black.	<i>Sherwin-Williams Set Fast #TM5629 or equal.</i>					
Sherwin Williams Co.								\$ 78.75	SW	TM5629	Next Day	Primary
	100	1	5-GAL	630-66	Category J - Paint, Materials and Supplies	PAINT - VOC compliant solvent-based acrylic traffic marking paint, conventional dry (non-heat applied); color: red.	<i>Sherwin-Williams Set Fast #TM5628 or equal.</i>					

Sherwin Williams Co.								\$ 99.95	SW	TM5628	Next Day	Primary
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VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	MISC STOCK	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
	101	1	5-GAL	630-66		Category J - Paint, Materials and Supplies PAINT - VOC compliant solvent-based acrylic traffic marking paint, conventional dry (non-heat applied); color: yellow.	<i>Sherwin-Williams Set Fast #TM5627 or equal.</i>					
Sherwin Williams Co.								\$ 71.90	SW	TM5627	Next Day	Primary
	102	1	GAL	630-57		Category J - Paint, Materials and Supplies PAINT - VOC compliant two component, epoxy- polyamide coating for use in maintenance environments and high performance applications, high solids, chemical and abrasion resistant (Part B Hardener).	<i>Sherwin-Williams Gloss Hardener Part B #B60VZ70 or equal.</i>					
Sherwin Williams Co.								\$ 38.99	SW	b60vz70	Next Day	Primary
Matts Corp								\$ 79.99	ppg	N/A	1 TO 2 DAYS	Qualified
	103	1	GAL	630-57		Category J - Paint, Materials and Supplies PAINT - VOC compliant two component, epoxy- polyamide coating for use in maintenance environments and high performance applications, high solids, chemical and abrasion resistant.	<i>Sherwin-Williams Extra White Tint Base Part A #B62WZ111 or equal.</i>					
Sherwin Williams Co.								\$ 48.28	SW	b62wz111	Next Day	Primary
Matts Corp								\$ 79.99	ppg	N/A	1 TO 2 DAYS	Qualified
	104	1	GAL	630-57		Category J - Paint, Materials and Supplies PAINT - VOC compliant two component, epoxy- polyamide coating for use in maintenance environments and high performance applications, high solids, chemical and abrasion resistant.	<i>Sherwin-Williams Deep Base Part A #B62WZ113 or equal.</i>					
Sherwin Williams Co.								\$ 51.50		b62wz113	Next Day	Primary
Matts Corp								\$ 79.99	ppg	N/A	1 TO 2 DAYS	Qualified

Bid No. 2021-072 – Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid

VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	CATEGORY	MISD STOCK	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
	105	1	GAL	630-57	Category J - Paint, Materials and Supplies		PAINT - VOC compliant two component, pro industrial waterbased catalyzed epoxy coating, stain and chemical resistant (Part B Hardener).	<i>Sherwin-Williams Pro Industrial Waterbased Epoxy Part B Hardener #B73V00300 or equal.</i>					
Sherwin Williams Co.									\$ 34.98	SW	b73v300	Next Day	Primary
Matts Corp									\$ 49.99	ppg	N/A	1 TO 2 DAYS	Secondary
	106	1	GAL	630-57	Category J - Paint, Materials and Supplies		PAINT - VOC compliant two component, pro industrial waterbased catalyzed epoxy coating, stain and chemical resistant.	<i>Sherwin-Williams Extra White Tint Base Part A #B73W00311 or equal.</i>					
Sherwin Williams Co.									\$ 45.99	SW	B73w311	Next Day	Primary
Matts Corp									\$ 69.99	ppg	N/A	1 TO 2 DAYS	Qualified
	107	1	GAL	630-57	Category J - Paint, Materials and Supplies		PAINT - VOC compliant two component, pro industrial waterbased catalyzed epoxy coating, stain and chemical resistant.	<i>Sherwin-Williams Deep Base Part A #B73W00313 or equal.</i>					
Sherwin Williams Co.									\$ 45.99	SW	B73w313	Next Day	Primary
Matts Corp									\$ 89.99	ppg	N/A	1 TO 2 DAYS	Qualified
	108	1	GAL	630-66	Category J - Paint, Materials and Supplies		PAINT - VOC compliant waterborne traffic marking paint; conventional dry (non-heat applied). Color: white.	<i>Sherwin-Williams #B97LD2022 or equal.</i>					
Sherwin Williams Co.									\$ 16.79	SW	b97LD2022	Next Day	Primary
Matts Corp						141			\$ 34.99	ppg	N/A	1 TO 2 DAYS	Qualified

Bid No. 2021-072 – Lumber, Materials, Maintenance Equipment, Parts, Supplies, and Services Catalog Bid


VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	CATEGORY	MISD STOCK	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
	109	1	5-GAL	630-66	Category J - Paint, Materials and Supplies		PAINT - VOC compliant waterborne traffic marking paint; conventional dry (non-heat applied). Color: white.	<i>Sherwin-Williams #B97LD2022 or equal.</i>					
Sherwin Williams Co.									\$ 83.95	SW	b97LD2022	Next Day	Primary
	110	50	GAL	631-79	Category J - Paint, Materials and Supplies	14625	REDUCER LACQUER THINNER - General purpose thinner for thinning pigmented nitrocellulose lacquers. Able to be used as a degreaser; packaged in a metal can.	<i>Sherwin-Williams #01600204 or equal.</i>					
Sherwin Williams Co.									\$ 9.55	Startex	1600204	Next Day	Primary
Matts Corp									\$ 12.99	wmbarr 1qt	N/A	1 TO 2 DAYS	Secondary
	111	50	GAL	631-79	Category J - Paint, Materials and Supplies	14624	THINNER - 1 GALLON - No odor; petroleum distillates for thinning oil-based paints.	<i>Sherwin-Williams #01600402 or equal.</i>					
Sherwin Williams Co.									\$ 7.49	Startex	9588393	Next Day	Primary
Matts Corp									\$ 7.99	wmbarr 1gal	N/A	1 TO 2 DAYS	Secondary
	112	1	EA	550-36	Category K - Field Maintenance		ATHLETIC DUST - Athletic field marking dust, compatible with all athletic fields, non-toxic, harmless to soil and turf, must meet professional and NCAA standards.	<i>Diamond Pro Athletic Field Marking Dust or equal.</i>					
Matts Corp									\$ 39.99	ppg	N/A	1 TO 2 DAYS	Reject Item
	113	1	5-GAL	550-36	Category K - Field Maintenance		PAINT - VOC compliant, biodegradable; blue stripe bulk athletic field marking paint; safe on grass and dirt.	<i>Seymour Ultra Hide Blue #5-840 or equal.</i>					
Matts Corp									\$ 44.99	ppg	N/A	1 TO 2 DAYS	Reject Item
Sherwin Williams Co.						142			\$ 76.09	SW	b2t954	Next Day	Reject Item

VENDOR	LINE ITE M	EST. QTY	UOM	CLASS ITEM	MISD CATEGORY	DESCRIPTION	MFG.BRAND/ MODEL #	UNIT PRICE	BRAND	MODEL #	EST. DELV	AWARD
	114	1	5-GAL	550-36	Category K - Field Maintenance	PAINT - VOC compliant, biodegradable; white stripe bulk athletic field marking paint; safe on grass and dirt.	<i>Seymour Ultra Hide White #5- 844 or equal.</i>					
Sherwin Williams Co.								\$ 31.79	SW	b2w902	Next Day	Reject Item
									Does not meet specs.			
Matts Corp								\$ 44.99	ppg	N/A	1 TO 2 DAYS	Reject Item
	115	1	%		Category L - Blanket Discount	BLANKET DISCOUNT - Discount for similar items not listed on Items. Please specify.						
Matts Corp								15%	electrical garden	Brushes/Roller/ Tape 15%	N/A	Qualified
Fairway Supply Inc.								5-50%	HDWE PROD			Qualified
No Bids Received	116	1	%		Category L - Blanket Discount	SERVICES - Please indicate type of services offered.						Reject Item

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: 
Norma Guerra (Aug 7, 2020 13:09 CDT)

SUPERVISOR: 
Norma Guerra (Aug 7, 2020 13:09 CDT)

Approved for presentation to the Board of Education:



144
Superintendent of Schools

FIRST AMENDMENT TO AGREEMENT NO. 2018-058

Lynn Lee, Inc. Dairy Queen for Field Naming Rights for the McAllen Veterans Memorial Stadium

This First Amendment to the Agreement No. 2018-058 is made this 10th day of August, 2020 by and between McAllen Independent School District (“District”) and Lynn Lee, Inc. Dairy Queen, a Texas Corporation (“Sponsor”) is made between the District and Sponsor as follows:

WHEREAS, the District entered into an Agreement No. 2018-058 dated June 14, 2018 and;

WHEREAS, the District and Sponsor desire to amend the Agreement to defer payment for Year 3 due on or before July 1, 2020 to July 1, 2021.

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

1. Agreement Year 3 and Agreement Years 4-6, in Numbered paragraph 3 of Exhibit A of the Agreement shall be deleted in its entirety and the following is substituted in lieu thereof:

Agreement Year 3: \$55,000 payment due on or before July 1, 2020 for services rendered July 1, 2020 to June 30, 2021 is deferred and applied to Agreement Year 4.

Agreement Year 4: \$55,000 due on or before July 1, 2021 for services rendered July 1, 2021 to June 30, 2022.

Agreement Year 5-6: No additional payment due from SPONSOR to DISTRICT for services rendered July 1, 2022 to June 30, 2024.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Sponsor ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____ Date

McALLEN INDEPENDENT SCHOOL DISTRICT

LYNN LEE, INC. DAIRY QUEEN

By: _____
Conrado Alvarado,
Board of Trustees President

By: Robert Lozano
Roberto Lozano

Approved as to form:
Atlas, Hall, & Rodriguez LLP
by: Stephen L. Crain
Stephen Crain

McALLEN INDEPENDENT SCHOOL DISTRICT SCOREBOARD SIGN ADVERTISING AGREEMENT

This Scoreboard Sign Advertising Agreement (the “Agreement”) is made and entered in to as of the 11th of June, 2018 (hereinafter referred to as the “Effective Date”), by and between the McAllen Independent School District (hereinafter referred to as “DISTRICT”), at 2000 North 23rd Street McAllen, TX 78501, and **Lynn Lee, Inc (Dairy Queen)** (hereinafter referred to as “SPONSOR”).

WHEREAS, DISTRICT has the exclusive right to market, sell, and control all advertising displayed at McAllen Veterans Memorial Stadium (hereinafter referred to as “STADIUM”) located at 2001 North Bicentennial Boulevard, McAllen, TX 78501;

WHEREAS, DISTRICT has the exclusive right to grant licenses to parties, including SPONSOR, to use scoreboard, marquees and venues or display materials at or on DISTRICT property including the STADIUM and to grant licenses to parties, including SPONSOR, to permit use of DISTRICT intellectual property and promotional materials;

WHEREAS, SPONSOR desires to purchase from DISTRICT the right to display certain advertising and to conduct or participate in certain promotions on the electronic scoreboard (the “Scoreboard”) at the STADIUM for the purposes of promoting SPONSOR, the attendance at DISTRICT events, and the SPONSOR’S products and service lines.

NOW THEREFORE, in consideration of the foregoing, incorporated herein by reference as provisions of this Agreement, the mutual promises set out below, and other good and valuable consideration, the parties agree as follows:

1. **Grant of Advertising and Promotional Rights.** Subject to the terms and conditions of this Agreement, the Board Policies of DISTRICT, state and federal law, all as may be from time to time amended, DISTRICT hereby grants and sells to SPONSOR, and SPONSOR hereby purchases and accepts from DISTRICT, the advertising and promotional rights described on Exhibit A attached hereto (collectively, the “Rights”).
2. **Term of Agreement.** The term of this Agreement (“Term”) is s t a t e d on Exhibit attached hereto. If the SPONSOR desires to renew this Agreement for an additional term, SPONSOR shall provide written notice to DISTRICT of such desire no later than one hundred eighty (180) days prior to the expiration of the t e r m of this Agreement.
3. **Rights Fees.** In consideration of the Rights granted to SPONSOR under Paragraph 1 of this Agreement, SPONSOR shall pay to DISTRICT the sum stated on Exhibit A attached hereto (collectively, the “Rights Fee”).
4. **Partial Non-Exclusivity.** Nothing in this Agreement may be construed to imply that SPONSOR has the exclusive right to provide DISTRICT goods and services or sponsor DISTRICT or any DISTRICT event. During the term of this Agreement, DISTRICT reserves the right to use all available resources to procure other goods, services, and/or advertisers/sponsors as deemed in the best interest of DISTRICT in DISTRICT’S sole discretion and doing so will not violate any rights of SPONSOR.
5. Notwithstanding anything to the contrary in this Agreement SPONSOR agrees, acknowledges and understands the following:
 - a. DISTRICT makes no guarantees of the visibility of the Scoreboard or other advertising

Rights from outside the STADIUM. DISTRICT makes no guarantees of the visibility of the Scoreboard or other advertising rights from within the STADIUM when the STADIUM lights are off.

b. Content of all Rights are subject to approval by both SPONSOR and DISTRICT. All advertising content shall be provided at the sole cost of Sponsor.

c. Any costs associated with changes to advertising content, artwork or formatting once DISTRICT has accepted the submitted content, artwork or formatting of same shall be the responsibility of the SPONSOR.

6. Notwithstanding anything to the contrary herein Sponsor agrees that in the event DISTRICT is unable to perform for any reason the granting of the Rights granted to Sponsor, there shall be no refund, prorata or otherwise, of any Rights Fee.

7. Termination:

a. Termination for the Best Interest of DISTRICT. DISTRICT reserves the right to terminate this Agreement, in the sole discretion of DISTRICT if DISTRICT determines it is in the Best Interest of DISTRICT to terminate this Agreement for any reason and without cause at any time during the Term and without penalty by providing thirty (30) days written notice to the SPONSOR. Best Interest as used in this numbered paragraph 7 includes but is not limited to Sponsor, prior to or during the term of this Agreement, engaging in any immoral or financially irresponsible conduct or any other conduct that in the sole opinion of DISTRICT might tend to bring Sponsor into public disrepute, contempt, scandal, or which might otherwise tend to reflect unfavorably upon Sponsor, its employees, subsidiaries, or affiliated companies, or if Sponsor files for protection under any chapter of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., or commits any felonious act under federal, state, or local law. If the Agreement is terminated for Best Interest, DISTRICT will have the right to seek appropriate remedies at law or equity. DISTRICT reserves all legal rights and remedies not otherwise specified in this clause. Upon termination under this numbered paragraph 7, DISTRICT shall have no obligation to pay or refund to Sponsor any amount paid to DISTRICT under this Agreement. In the event that DISTRICT determines, in its sole discretion, that the 30-day notice required by this Paragraph 7(a) would pose a hardship or that immediate termination of this Agreement would be in the Best Interest of DISTRICT, DISTRICT may provide notice of immediate termination and this Agreement shall terminate upon notice. Upon termination under this numbered paragraph 7, DISTRICT shall have no obligation to pay or refund to Sponsor any amounts paid to DISTRICT under this Agreement.

b. Sponsor may terminate this Agreement without cause on three hundred sixty- five (365) days written notice (the "Notice Period") to DISTRICT provided the date of receipt of such notice of termination by DISTRICT under this numbered paragraph 7.b. must be a date on which Sponsor has fully paid in advance for such Notice Period and further provided if Sponsor so terminates this Agreement under this numbered paragraph 7.b. Sponsor shall have no claim to any funds paid to DISTRICT prior to the date of receipt of such notice of termination by DISTRICT.

c. Termination for Cause. Either party may terminate this Agreement for cause at any time that the other party breaches any of its obligations under this Agreement. Notwithstanding the foregoing, a breach shall not be deemed to have occurred if either party is delayed or interrupted in fulfillment of its obligations as a result of a Force Majeure as defined in Paragraph 10(a). In the event of breach, the non- breaching party shall have the option to immediately cease all performance under this Agreement. If such breach results from the failure by SPONSOR to pay the Rights Fees or any other monetary obligations of SPONSOR hereunder by the dates when due

under this Agreement, DISTRICT may exercise its right to terminate this Agreement, retain all Rights Fees or other payments previously made by SPONSOR, and pursue any and all remedies available in equity or at law. In the case of a breach of this Agreement for any reason other than non-payment, the non-breaching party shall provide the breaching party with written notice of the alleged breach and the breaching party shall have five (5) business days in which to commence curing the breach and thirty (30) days within which to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure to the reasonable satisfaction of the non-breaching party within thirty (30) days after the date such written notice is given, the non-breaching party may, in addition to any other remedies which may be available to it under the circumstances, terminate this Agreement effective immediately by providing written notice of such termination to the breaching party. Upon termination, DISTRICT shall have no obligation to refund to Sponsor any amounts paid to DISTRICT under this Agreement.

d. **Default.** If SPONSOR fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after SPONSOR receives written notice of the default from DISTRICT, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty (30) day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party. Upon termination, DISTRICT shall have no obligation to refund to SPONSOR any amount of any Rights Fees paid.

8. **Provisions Regarding Advertising Copy.** Provisions regarding advertising, sideline signs, static digital impressions, PA announcements, etc. (hereinafter referred to as "Advertising Copy"), approval of Advertising Copy, and standards of approval are set forth in DISTRICT Board Policy and applicable Regulations which may from time to time be amended which are incorporated herein as if set forth in full and state and federal law.

9. **Retained Rights to Intellectual Property.** SPONSOR's logo, trademark, service mark, composite mark, design work, and other creative content prepared by or for SPONSOR that is displayed on or in the Advertising Copy, and all trademark rights or copyrights in such Advertising Copy (collectively, "SPONSOR Intellectual Property"), shall be and remain the sole and exclusive property of SPONSOR. Throughout the Term of this Agreement, SPONSOR grants with written consent to DISTRICT a non-exclusive limited license to publish, distribute and display SPONSOR Intellectual Property on and/or in the Advertising Copy or on any other items or materials consistent with the terms and purposes of this Agreement. DISTRICT's name, logo, service marks, composite marks, creative content, trademark rights, copyrighted material and related materials and work, including without limitation any such property that is displayed on or in Advertising Copy with the written consent of DISTRICT (collectively, "DISTRICT Intellectual Property") shall be and remain the sole and exclusive property of DISTRICT. Any and all advertising or promotional materials displayed or distributed by SPONSOR pursuant to this Agreement in conjunction with any DISTRICT Intellectual Property shall be subject to the prior

written approval of DISTRICT, and, if approved, shall be subject to the grant of non-exclusive limited license that automatically expires upon the expiration or termination of this Agreement. Neither party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of the other party without that party's prior written consent.

10. Force Majeure.

(a) **Definition of "Force Majeure".** For purposes of this Agreement, "Force Majeure" shall mean and include any event beyond DISTRICT's reasonable control (including, but not limited to fire; flood; explosions; weather events; damage by third parties, whether negligently or intentionally caused; work stoppages; picketing; lockouts and/or any other concerted action by any employees; acts of God or other casualties; the laws or actions of any governmental authority; or any other event or cause that is beyond the reasonable control of DISTRICT), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertising Copy is suspended or prevented; or (2) any event, including a DISTRICT athletic event, is not held, is interrupted, or is suspended, at the STADIUM. Notwithstanding the above, Force Majeure will not be extended beyond six (6) months.

(b) **Options in Event of Force Majeure.** If a Force Majeure occurs during any contract year during the Term, DISTRICT may, upon written notice to SPONSOR and approved by SPONSOR, (i) extend the Term of this Agreement beyond its expiration to make up for lost exposure by the SPONSOR; (ii) terminate this Agreement, or (iii) provide to SPONSOR advertising and/or promotional rights of substantially equivalent value, as reasonably determined by DISTRICT.

11. INDEMNIFICATION. To the extent allowed or allowable by law each party agrees to and hereby defends, indemnifies, and holds the other party and its present and future board members/trustees, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns (collectively the "indemnitees") harmless from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (collectively, "claims"), including, without limitation, attorneys' fees and the costs of any legal action, arising out of: (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by SPONSOR; (ii) the character, content, and subject matter of any advertising copy displayed by DISTRICT; (iii) any act or omission of the other party related to or in connection with the rights, privileges, or obligations under this Agreement; and (iv) any breach of this Agreement. The indemnification obligations under this Agreement shall survive expiration or earlier termination of this Agreement.

12. Assignment. SPONSOR shall not have the right or power to assign any of its rights or obligations under this Agreement to any other party without the prior written consent of DISTRICT in its sole discretion. DISTRICT shall not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of SPONSOR. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

13. Immunity. The execution of this Agreement and/or the performance by DISTRICT of its obligations hereunder does not, and is not intended to waive or relinquish, and DISTRICT shall not waive or relinquish, any governmental, sovereign immunity or defense from liability or prosecution available to DISTRICT, its trustees, officers, employees, or agents under federal or Texas laws.

14. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its

choice or law or conflict of law provisions. Exclusive venue for any proceeding that may be instituted in connection with this Agreement and the parties' rights and liabilities hereunder shall be in a court of competent jurisdiction located in Hidalgo County, Texas.

15. **Notices.** All notices or other communications which are required or contemplated by this Agreement ("Notices") shall be in writing. All other may be sent by any delivery method which provides a tracking number and delivery receipt. Notices shall be addressed as provided below (unless a party changes its addresses or addresses through a written notice to the other party that complies with this Paragraph 15):

If to the DISTRICT:
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Attention: Superintendent
Telephone: (956) 618-6000

If to SPONSOR:
Lynn Lee Inc. (Dairy Queen)
Attn: Mark Gamboa
208 N. Cage Blvd.
Pharr, TX 78577

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

17. **Relationship of Parties.** This Agreement does not create, and shall not be construed by the parties or any third person as creating, any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties under this Agreement shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement.

18. **Merger Clause.** This Agreement (including the attached Exhibits) is the final, complete, and exclusive statement and expression of the Agreement among the parties hereto with relation to the subject matter of this Agreement, and supersedes all prior communications with respect to the subject matter contained herein. It is understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.

19. **Entire Agreement.** This Agreement contains the entire agreement between DISTRICT and SPONSOR, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning this Agreement.

20. **Incorporation of Exhibits.** Any and all Exhibits referenced in this Agreement shall be attached to the Agreement, made a part of the Agreement, and incorporated into the Agreement by reference for all purposes including without limitation the following Exhibits:

Exhibit A - Advertising and Promotional Rights
Exhibit B - Inventory List

21. **Severability.** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement. The validity, legality, and

enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

22. **Nondiscrimination.** It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.

(Signature Page Follows)

LYNN LEE INC. (DAIRY QUEEN)

Robert L. Lozano

Jun 14, 2018

By: Robert L. Lozano

Date

McALLEN INDEPENDENT SCHOOL DISTRICT

D. D. Vela

Jun 14, 2018

By: Daniel D Vela

Date

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

EXHIBIT A – “Rights”

1. Term: The Term of this Agreement commences with the first DISTRICT high school varsity football game played at the STADIUM on or after July 1, 2018 and continues until the latter of the last DISTRICT field event at the STADIUM or ~~July 31, 2024~~ June 30, 2024. RL
rl
2. Terms and Conditions. Under the terms and conditions as set forth herein, DISTRICT grants advertising rights to the SPONSOR as stipulated in Exhibit B.
3. Rights Fees. In consideration of the Rights granted to SPONSOR under Paragraph 1 of this Agreement, SPONSOR shall pay to the DISTRICT the sum of { **total amount inserted** } for the first three (3) years of this Agreement. No additional payment from SPONSOR will be required during years four (4) through six (6) of the Agreement Term. Payment. Payments shall be made to the order of McAllen ISD as follows:

Agreement Year 1: \$55,000 due on or before July 1, 2018 for services rendered July 1, 2018 to June 30, 2019.

Agreement Year 2: \$55,000 due on or before July 1, 2019 for services rendered July 1, 2019 to June 30, 2020.

Agreement Year 3: \$55,000 due on or before July 1, 2020 for services rendered July 1, 2020 to June 30, 2021.

Agreement Years 4-6: No additional payment due from SPONSOR to DISTRICT for services rendered July 1, 2021 to June 30, 2024.

4. **Term of Agreement.** The period of this Agreement shall be for a term of six (6) years, effective July 1, 2018 through June 30, 2024 with first right of refusal/renewal to extend an additional term pending negotiations with the DISTRICT as to Rights, Sponsorship Fees, and additional term. SPONSOR shall provide notice of such desire no later than one hundred eighty (180) days before the expiration of the then existing Term.

Signature: Robert L. Lozano
Robert L. Lozano (Aug 3, 2018)

Email: robertl@thedqteam.com

EXHIBIT B - Inventory List

Field Naming Rights

For the Term of this Agreement, beginning with the 2018-2019 School Year:

- Top billing (business name and logo) on the scoreboard;
- Backlit illuminated display face on the Jumbotron scoreboard with a colossal video screen measuring 43 feet x 23 feet;
- Business sponsor name is prominently displayed on a 75 feet x 65 feet panel that stands out as singularly significant at the top of the actual scoreboard;
- Sponsor signage is prominently displayed during all events, including all varsity home football games, all soccer games, all track and field events, and all other events taking place at McAllen Veterans Memorial Stadium;
- Thirty (30) second TV commercial played a minimum of four (4) times (at least once per game quarter) during all varsity home football games;
- Thirty (30) second TV commercial is played during a minimum of two (2) soccer games, during a minimum of two (2) track and field events, and during a minimum of one (1) other District-sponsored event. Additional events will be added if applicable;
- A minimum of two (2) video mentions before or during all varsity home football games.
- Score Bug on televised games displayed through all four (4) quarters during approximately sixteen (16) games (112,000 Eye Impressions (EI), approximately 7,000 per game);
- A minimum of 4 public address mentions in each game;
- Live recognition of sponsor during each high school's first home district game (three total games);
- A minimum of two (2) audio mentions during two (2) pre-game or post-game "Sidelines" television shows prominently featured Live on Facebook;
- Sponsor business name displayed during two pre-game or post-game television "Sidelines" shows prominently featured Live on Facebook;
- Recognized in E-Blast to parents (18,000 EI) minimum twice each year;
- Recognized in E-Blast to staff (3,900 EI) minimum twice each year;
- Recognized in E-Blast to key communicators (250 EI) minimum twice each year;
- A total of ten (10) reserved home season tickets per year for the DISTRICT high school of SPONSOR's choice;
- 3 VIP parking passes at McAllen Veterans Memorial Stadium;
- This Agreement also incorporates inclusion in television broadcasting rights for playoff games, if allowed by the University Interscholastic League.
- A Marketing Plan provided by SPONSOR for SPONSOR content consisting of SPONSOR name and logo, included in all references to facility and facility service lines may be considered by DISTRICT. Content may be distributed by DISTRICT via print and electronic posting of schedules, currently to YouTube, VOD, State Channel, Time Warner, local media, emails, and news release. DISTRICT has no control of the use, if any, of DISTRICT distributed content by any such distributee.

Marketing Plan

- RGV Big "Game of The Week" for the three (3) DISTRICT high schools (McAllen High School, Memorial High School, Rowe High School). SPONSOR and DISTRICT will host and highlight rivalries to showcase the Gifted Student Athletes of the Rio Grande Valley.
- Pre and Post Game Tailgate Festivities:

- On-site SPONSOR Informative Booth at all home games targeting all visitors with giveaways provided by SPONSOR
- SPONSOR Promotion Team will amp up crowds during all varsity home games played at the STADIUM.
- SPONSOR Mascot will be the lead runner at all DISTRICT home games at start or halftime of the game
- SPONSOR will be partnering with iHeartMedia, KTEX, KISS FM, and Wild 104 for Live commercial broadcasts valley-wide
- “Blizzard Battles” between visiting schools to DISTRICT
- Co-branded SnapChat filters with DISTRICT and SPONSOR at all games to target home and visitors’ sides promoted during games. *Licensing Agreement must be in place if SPONSOR desires to utilize DISTRICT’s trademark.*
- SlickText Campaigns between DISTRICT and SPONSOR to offer co-branded giveaways provided by SPONSOR. *Licensing Agreement must be in place if SPONSOR desires to utilize DISTRICT’s trademark.*
- SPONSOR’S logo on signage during all DISTRICT home games hosted at STADIUM
- SPONSOR’S “Bounce Back Offers” will be printed on the back of all ticketing done at the STADIUM for DISTRICT events.

Special Partnering Events

- Anti-Bullying Partnership with DISTRICT highlighting the month of October
- Red Ribbon Week Cross Promotion between DISTRICT and SPONSOR
- Possible invites to all DISTRICT events held throughout the year during the term of this agreement
- Future partnership between DISTRICT and SPONSOR for Internship Program for Business/Culinary Students

McALLEN INDEPENDENT SCHOOL DISTRICT SCOREBOARD SIGN ADVERTISING AGREEMENT

This Scoreboard Sign Advertising Agreement (the “Agreement”) is made and entered in to as of the 11th of June, 2018 (hereinafter referred to as the “Effective Date”), by and between the McAllen Independent School District (hereinafter referred to as “DISTRICT”), at 2000 North 23rd Street McAllen, TX 78501, and **Lynn Lee, Inc (Dairy Queen)** (hereinafter referred to as “SPONSOR”).

WHEREAS, DISTRICT has the exclusive right to market, sell, and control all advertising displayed at McAllen Veterans Memorial Stadium (hereinafter referred to as “STADIUM”) located at 2001 North Bicentennial Boulevard, McAllen, TX 78501;

WHEREAS, DISTRICT has the exclusive right to grant licenses to parties, including SPONSOR, to use scoreboard, marquees and venues or display materials at or on DISTRICT property including the STADIUM and to grant licenses to parties, including SPONSOR, to permit use of DISTRICT intellectual property and promotional materials;

WHEREAS, SPONSOR desires to purchase from DISTRICT the right to display certain advertising and to conduct or participate in certain promotions on the electronic scoreboard (the “Scoreboard”) at the STADIUM for the purposes of promoting SPONSOR, the attendance at DISTRICT events, and the SPONSOR’S products and service lines.

NOW THEREFORE, in consideration of the foregoing, incorporated herein by reference as provisions of this Agreement, the mutual promises set out below, and other good and valuable consideration, the parties agree as follows:

1. **Grant of Advertising and Promotional Rights.** Subject to the terms and conditions of this Agreement, the Board Policies of DISTRICT, state and federal law, all as may be from time to time amended, DISTRICT hereby grants and sells to SPONSOR, and SPONSOR hereby purchases and accepts from DISTRICT, the advertising and promotional rights described on Exhibit A attached hereto (collectively, the “Rights”).
2. **Term of Agreement.** The term of this Agreement (“Term”) is s t a t e d on Exhibit attached hereto. If the SPONSOR desires to renew this Agreement for an additional term, SPONSOR shall provide written notice to DISTRICT of such desire no later than one hundred eighty (180) days prior to the expiration of the t e r m of this Agreement.
3. **Rights Fees.** In consideration of the Rights granted to SPONSOR under Paragraph 1 of this Agreement, SPONSOR shall pay to DISTRICT the sum stated on Exhibit A attached hereto (collectively, the “Rights Fee”).
4. **Partial Non-Exclusivity.** Nothing in this Agreement may be construed to imply that SPONSOR has the exclusive right to provide DISTRICT goods and services or sponsor DISTRICT or any DISTRICT event. During the term of this Agreement, DISTRICT reserves the right to use all available resources to procure other goods, services, and/or advertisers/sponsors as deemed in the best interest of DISTRICT in DISTRICT’S sole discretion and doing so will not violate any rights of SPONSOR.
5. Notwithstanding anything to the contrary in this Agreement SPONSOR agrees, acknowledges and understands the following:
 - a. DISTRICT makes no guarantees of the visibility of the Scoreboard or other advertising

Rights from outside the STADIUM. DISTRICT makes no guarantees of the visibility of the Scoreboard or other advertising rights from within the STADIUM when the STADIUM lights are off.

b. Content of all Rights are subject to approval by both SPONSOR and DISTRICT. All advertising content shall be provided at the sole cost of Sponsor.

c. Any costs associated with changes to advertising content, artwork or formatting once DISTRICT has accepted the submitted content, artwork or formatting of same shall be the responsibility of the SPONSOR.

6. Notwithstanding anything to the contrary herein Sponsor agrees that in the event DISTRICT is unable to perform for any reason the granting of the Rights granted to Sponsor, there shall be no refund, prorata or otherwise, of any Rights Fee.

7. Termination:

a. Termination for the Best Interest of DISTRICT. DISTRICT reserves the right to terminate this Agreement, in the sole discretion of DISTRICT if DISTRICT determines it is in the Best Interest of DISTRICT to terminate this Agreement for any reason and without cause at any time during the Term and without penalty by providing thirty (30) days written notice to the SPONSOR. Best Interest as used in this numbered paragraph 7 includes but is not limited to Sponsor, prior to or during the term of this Agreement, engaging in any immoral or financially irresponsible conduct or any other conduct that in the sole opinion of DISTRICT might tend to bring Sponsor into public disrepute, contempt, scandal, or which might otherwise tend to reflect unfavorably upon Sponsor, its employees, subsidiaries, or affiliated companies, or if Sponsor files for protection under any chapter of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., or commits any felonious act under federal, state, or local law. If the Agreement is terminated for Best Interest, DISTRICT will have the right to seek appropriate remedies at law or equity. DISTRICT reserves all legal rights and remedies not otherwise specified in this clause. Upon termination under this numbered paragraph 7, DISTRICT shall have no obligation to pay or refund to Sponsor any amount paid to DISTRICT under this Agreement. In the event that DISTRICT determines, in its sole discretion, that the 30-day notice required by this Paragraph 7(a) would pose a hardship or that immediate termination of this Agreement would be in the Best Interest of DISTRICT, DISTRICT may provide notice of immediate termination and this Agreement shall terminate upon notice. Upon termination under this numbered paragraph 7, DISTRICT shall have no obligation to pay or refund to Sponsor any amounts paid to DISTRICT under this Agreement.

b. Sponsor may terminate this Agreement without cause on three hundred sixty- five (365) days written notice (the "Notice Period") to DISTRICT provided the date of receipt of such notice of termination by DISTRICT under this numbered paragraph 7.b. must be a date on which Sponsor has fully paid in advance for such Notice Period and further provided if Sponsor so terminates this Agreement under this numbered paragraph 7.b. Sponsor shall have no claim to any funds paid to DISTRICT prior to the date of receipt of such notice of termination by DISTRICT.

c. Termination for Cause. Either party may terminate this Agreement for cause at any time that the other party breaches any of its obligations under this Agreement. Notwithstanding the foregoing, a breach shall not be deemed to have occurred if either party is delayed or interrupted in fulfillment of its obligations as a result of a Force Majeure as defined in Paragraph 10(a). In the event of breach, the non- breaching party shall have the option to immediately cease all performance under this Agreement. If such breach results from the failure by SPONSOR to pay the Rights Fees or any other monetary obligations of SPONSOR hereunder by the dates when due

under this Agreement, DISTRICT may exercise its right to terminate this Agreement, retain all Rights Fees or other payments previously made by SPONSOR, and pursue any and all remedies available in equity or at law. In the case of a breach of this Agreement for any reason other than non-payment, the non-breaching party shall provide the breaching party with written notice of the alleged breach and the breaching party shall have five (5) business days in which to commence curing the breach and thirty (30) days within which to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure to the reasonable satisfaction of the non-breaching party within thirty (30) days after the date such written notice is given, the non-breaching party may, in addition to any other remedies which may be available to it under the circumstances, terminate this Agreement effective immediately by providing written notice of such termination to the breaching party. Upon termination, DISTRICT shall have no obligation to refund to Sponsor any amounts paid to DISTRICT under this Agreement.

d. **Default.** If SPONSOR fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after SPONSOR receives written notice of the default from DISTRICT, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty (30) day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party. Upon termination, DISTRICT shall have no obligation to refund to SPONSOR any amount of any Rights Fees paid.

8. **Provisions Regarding Advertising Copy.** Provisions regarding advertising, sideline signs, static digital impressions, PA announcements, etc. (hereinafter referred to as "Advertising Copy"), approval of Advertising Copy, and standards of approval are set forth in DISTRICT Board Policy and applicable Regulations which may from time to time be amended which are incorporated herein as if set forth in full and state and federal law.

9. **Retained Rights to Intellectual Property.** SPONSOR's logo, trademark, service mark, composite mark, design work, and other creative content prepared by or for SPONSOR that is displayed on or in the Advertising Copy, and all trademark rights or copyrights in such Advertising Copy (collectively, "SPONSOR Intellectual Property"), shall be and remain the sole and exclusive property of SPONSOR. Throughout the Term of this Agreement, SPONSOR grants with written consent to DISTRICT a non-exclusive limited license to publish, distribute and display SPONSOR Intellectual Property on and/or in the Advertising Copy or on any other items or materials consistent with the terms and purposes of this Agreement. DISTRICT's name, logo, service marks, composite marks, creative content, trademark rights, copyrighted material and related materials and work, including without limitation any such property that is displayed on or in Advertising Copy with the written consent of DISTRICT (collectively, "DISTRICT Intellectual Property") shall be and remain the sole and exclusive property of DISTRICT. Any and all advertising or promotional materials displayed or distributed by SPONSOR pursuant to this Agreement in conjunction with any DISTRICT Intellectual Property shall be subject to the prior

written approval of DISTRICT, and, if approved, shall be subject to the grant of non-exclusive limited license that automatically expires upon the expiration or termination of this Agreement. Neither party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of the other party without that party's prior written consent.

10. Force Majeure.

(a) **Definition of "Force Majeure".** For purposes of this Agreement, "Force Majeure" shall mean and include any event beyond DISTRICT's reasonable control (including, but not limited to fire; flood; explosions; weather events; damage by third parties, whether negligently or intentionally caused; work stoppages; picketing; lockouts and/or any other concerted action by any employees; acts of God or other casualties; the laws or actions of any governmental authority; or any other event or cause that is beyond the reasonable control of DISTRICT), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertising Copy is suspended or prevented; or (2) any event, including a DISTRICT athletic event, is not held, is interrupted, or is suspended, at the STADIUM. Notwithstanding the above, Force Majeure will not be extended beyond six (6) months.

(b) **Options in Event of Force Majeure.** If a Force Majeure occurs during any contract year during the Term, DISTRICT may, upon written notice to SPONSOR and approved by SPONSOR, (i) extend the Term of this Agreement beyond its expiration to make up for lost exposure by the SPONSOR; (ii) terminate this Agreement, or (iii) provide to SPONSOR advertising and/or promotional rights of substantially equivalent value, as reasonably determined by DISTRICT.

11. INDEMNIFICATION. To the extent allowed or allowable by law each party agrees to and hereby defends, indemnifies, and holds the other party and its present and future board members/trustees, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns (collectively the "indemnitees") harmless from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (collectively, "claims"), including, without limitation, attorneys' fees and the costs of any legal action, arising out of: (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by SPONSOR; (ii) the character, content, and subject matter of any advertising copy displayed by DISTRICT; (iii) any act or omission of the other party related to or in connection with the rights, privileges, or obligations under this Agreement; and (iv) any breach of this Agreement. The indemnification obligations under this Agreement shall survive expiration or earlier termination of this Agreement.

12. Assignment. SPONSOR shall not have the right or power to assign any of its rights or obligations under this Agreement to any other party without the prior written consent of DISTRICT in its sole discretion. DISTRICT shall not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of SPONSOR. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

13. Immunity. The execution of this Agreement and/or the performance by DISTRICT of its obligations hereunder does not, and is not intended to waive or relinquish, and DISTRICT shall not waive or relinquish, any governmental, sovereign immunity or defense from liability or prosecution available to DISTRICT, its trustees, officers, employees, or agents under federal or Texas laws.

14. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its

choice or law or conflict of law provisions. Exclusive venue for any proceeding that may be instituted in connection with this Agreement and the parties' rights and liabilities hereunder shall be in a court of competent jurisdiction located in Hidalgo County, Texas.

15. **Notices.** All notices or other communications which are required or contemplated by this Agreement ("Notices") shall be in writing. All other may be sent by any delivery method which provides a tracking number and delivery receipt. Notices shall be addressed as provided below (unless a party changes its addresses or addresses through a written notice to the other party that complies with this Paragraph 15):

If to the DISTRICT:
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Attention: Superintendent
Telephone: (956) 618-6000

If to SPONSOR:
Lynn Lee Inc. (Dairy Queen)
Attn: Mark Gamboa
208 N. Cage Blvd.
Pharr, TX 78577

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

17. **Relationship of Parties.** This Agreement does not create, and shall not be construed by the parties or any third person as creating, any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties under this Agreement shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement.

18. **Merger Clause.** This Agreement (including the attached Exhibits) is the final, complete, and exclusive statement and expression of the Agreement among the parties hereto with relation to the subject matter of this Agreement, and supersedes all prior communications with respect to the subject matter contained herein. It is understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.

19. **Entire Agreement.** This Agreement contains the entire agreement between DISTRICT and SPONSOR, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning this Agreement.

20. **Incorporation of Exhibits.** Any and all Exhibits referenced in this Agreement shall be attached to the Agreement, made a part of the Agreement, and incorporated into the Agreement by reference for all purposes including without limitation the following Exhibits:

Exhibit A - Advertising and Promotional Rights
Exhibit B - Inventory List

21. **Severability.** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement. The validity, legality, and

enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

22. **Nondiscrimination.** It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.

(Signature Page Follows)

LYNN LEE INC. (DAIRY QUEEN)

Robert L. Lozano

Jun 14, 2018

By: Robert L. Lozano

Date

McALLEN INDEPENDENT SCHOOL DISTRICT

D. D. Vela

Jun 14, 2018

By: Daniel D Vela

Date

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

EXHIBIT A – “Rights”

1. Term: The Term of this Agreement commences with the first DISTRICT high school varsity football game played at the STADIUM on or after July 1, 2018 and continues until the latter of the last DISTRICT field event at the STADIUM or ~~July 31, 2024~~ June 30, 2024. RL
rl
2. Terms and Conditions. Under the terms and conditions as set forth herein, DISTRICT grants advertising rights to the SPONSOR as stipulated in Exhibit B.
3. Rights Fees. In consideration of the Rights granted to SPONSOR under Paragraph 1 of this Agreement, SPONSOR shall pay to the DISTRICT the sum of { **total amount inserted** } for the first three (3) years of this Agreement. No additional payment from SPONSOR will be required during years four (4) through six (6) of the Agreement Term. Payment. Payments shall be made to the order of McAllen ISD as follows:

Agreement Year 1: \$55,000 due on or before July 1, 2018 for services rendered July 1, 2018 to June 30, 2019.

Agreement Year 2: \$55,000 due on or before July 1, 2019 for services rendered July 1, 2019 to June 30, 2020.

Agreement Year 3: \$55,000 due on or before July 1, 2020 for services rendered July 1, 2020 to June 30, 2021.

Agreement Years 4-6: No additional payment due from SPONSOR to DISTRICT for services rendered July 1, 2021 to June 30, 2024.

4. **Term of Agreement.** The period of this Agreement shall be for a term of six (6) years, effective July 1, 2018 through June 30, 2024 with first right of refusal/renewal to extend an additional term pending negotiations with the DISTRICT as to Rights, Sponsorship Fees, and additional term. SPONSOR shall provide notice of such desire no later than one hundred eighty (180) days before the expiration of the then existing Term.

Signature: Robert L. Lozano
Robert L. Lozano (Aug 3, 2018)

Email: robertl@thedqteam.com

EXHIBIT B - Inventory List

Field Naming Rights

For the Term of this Agreement, beginning with the 2018-2019 School Year:

- Top billing (business name and logo) on the scoreboard;
- Backlit illuminated display face on the Jumbotron scoreboard with a colossal video screen measuring 43 feet x 23 feet;
- Business sponsor name is prominently displayed on a 75 feet x 65 feet panel that stands out as singularly significant at the top of the actual scoreboard;
- Sponsor signage is prominently displayed during all events, including all varsity home football games, all soccer games, all track and field events, and all other events taking place at McAllen Veterans Memorial Stadium;
- Thirty (30) second TV commercial played a minimum of four (4) times (at least once per game quarter) during all varsity home football games;
- Thirty (30) second TV commercial is played during a minimum of two (2) soccer games, during a minimum of two (2) track and field events, and during a minimum of one (1) other District-sponsored event. Additional events will be added if applicable;
- A minimum of two (2) video mentions before or during all varsity home football games.
- Score Bug on televised games displayed through all four (4) quarters during approximately sixteen (16) games (112,000 Eye Impressions (EI), approximately 7,000 per game);
- A minimum of 4 public address mentions in each game;
- Live recognition of sponsor during each high school's first home district game (three total games);
- A minimum of two (2) audio mentions during two (2) pre-game or post-game "Sidelines" television shows prominently featured Live on Facebook;
- Sponsor business name displayed during two pre-game or post-game television "Sidelines" shows prominently featured Live on Facebook;
- Recognized in E-Blast to parents (18,000 EI) minimum twice each year;
- Recognized in E-Blast to staff (3,900 EI) minimum twice each year;
- Recognized in E-Blast to key communicators (250 EI) minimum twice each year;
- A total of ten (10) reserved home season tickets per year for the DISTRICT high school of SPONSOR's choice;
- 3 VIP parking passes at McAllen Veterans Memorial Stadium;
- This Agreement also incorporates inclusion in television broadcasting rights for playoff games, if allowed by the University Interscholastic League.
- A Marketing Plan provided by SPONSOR for SPONSOR content consisting of SPONSOR name and logo, included in all references to facility and facility service lines may be considered by DISTRICT. Content may be distributed by DISTRICT via print and electronic posting of schedules, currently to YouTube, VOD, State Channel, Time Warner, local media, emails, and news release. DISTRICT has no control of the use, if any, of DISTRICT distributed content by any such distributee.

Marketing Plan

- RGV Big "Game of The Week" for the three (3) DISTRICT high schools (McAllen High School, Memorial High School, Rowe High School). SPONSOR and DISTRICT will host and highlight rivalries to showcase the Gifted Student Athletes of the Rio Grande Valley.
- Pre and Post Game Tailgate Festivities:

- On-site SPONSOR Informative Booth at all home games targeting all visitors with giveaways provided by SPONSOR
- SPONSOR Promotion Team will amp up crowds during all varsity home games played at the STADIUM.
- SPONSOR Mascot will be the lead runner at all DISTRICT home games at start or halftime of the game
- SPONSOR will be partnering with iHeartMedia, KTEX, KISS FM, and Wild 104 for Live commercial broadcasts valley-wide
- “Blizzard Battles” between visiting schools to DISTRICT
- Co-branded SnapChat filters with DISTRICT and SPONSOR at all games to target home and visitors’ sides promoted during games. *Licensing Agreement must be in place if SPONSOR desires to utilize DISTRICT’s trademark.*
- SlickText Campaigns between DISTRICT and SPONSOR to offer co-branded giveaways provided by SPONSOR. *Licensing Agreement must be in place if SPONSOR desires to utilize DISTRICT’s trademark.*
- SPONSOR’S logo on signage during all DISTRICT home games hosted at STADIUM
- SPONSOR’S “Bounce Back Offers” will be printed on the back of all ticketing done at the STADIUM for DISTRICT events.

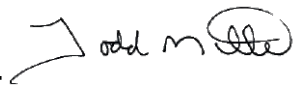
Special Partnering Events

- Anti-Bullying Partnership with DISTRICT highlighting the month of October
- Red Ribbon Week Cross Promotion between DISTRICT and SPONSOR
- Possible invites to all DISTRICT events held throughout the year during the term of this agreement
- Future partnership between DISTRICT and SPONSOR for Internship Program for Business/Culinary Students

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: 
Bridgette Vich (Aug 5, 2020 17:07 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:



166
Superintendent of Schools Aug 5, 2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Adalia Del Bosque, MSN, RN, NCSN*
Adalia Del Bosque, MSN, RN, NCSN (Jul 27, 2020 21:31 CDT)

SUPERVISOR: *Arely*
Arely Benavides (Jul 27, 2020 21:42 CDT)

Approved for presentation to the Board of Education:

J. Alexander

167 _____
Superintendent of Schools

RFQ No. 2021-046 Telemedicine Services

No.	Criteria	Max. Pts. 100	IES Mobile Medicine, PLLC	Urgent Care
	Total Points	100	71	85
	Ranking			
1	Price	0	0	0
	N/A			
2	Reputation of the vendor and of the vendor's goods or services;	26	11	21
	Q3: Contract terminated in the last 5 years due to nonperformance (None=5 pts; 1=2.5pts; >1 = 0pts)	5	5	5
			none listed	none listed
	Q5: Max of 5 school district/govt clients similar work (5 = 8pts; 4=6pts; 3=4pts; 2=2pts; 1=1pt)	8	0	8
			none listed	listed 5 districts
	Q8: Letter of Good standing with Texas Medical Board (yes=5pts; no=0pts)	5	0	0
			not submitted	not submitted
	Q9: Violations of Texas Medical Board (None=5pts; >1 = 0 pts)	5	5	5
			none listed	none listed
	Reference letters (1 pt per letter w/excellent ratings)	3	1	3
			1 of 3	3 of 3
3	The quality of the vendor's goods or services	30	25	25
	Q2: Past or present claim/litigations against firm in the last 5 years (None=10pts; >1 =5pts)	10	10	10
			none listed	none listed
	Q7: Resumes of clinical and admin personnel.	10	5	5
	Q11: Hardware, software, devices and apps in Physician's practice	10	10	10
4	The extent to which the goods or services meet District's needs	40	34	37
	Q4: Physician's approach to the program.	20	20	20
	Q6: Telemedicine programs served and for how long (5+ yrs = 10pts; 1 - 4 yrs = 7pts; < 1 yr = 4 pts; 0 yrs = 0pt)	10	4	7
			<1 year; May 2020	1+ yrs
	Q10: Audiovisual technology	10	10	10
5	Past Relationship with District	2	0	0
			0	0
6	HUB	1	0	1
	Yes = 1; No = 0		0	1
7	Total long-term cost to the district to acquire the vendor's goods or services;	0	0	0
	N/A			
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state	1	1	1
	Yes = 1; No = 0	168	Texas	Texas
9	Any other relevant factor specifically listed in the request for bids or proposals.	0	0	0

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Adel Felix*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Adamsky

Description	A	B		C	D
	Original Budget	Budget Amendments Under Consideration			Revised Budget 07/31/2020
		Programmatic or Policy Changes	Reclassifications		
Unaudited Fund Balance	84,428,571				84,428,571
Revenues:					
Local:					
Property Taxes	79,823,682				79,823,682
Interest Income	1,559,000				1,559,000
Other Local Income	2,827,299				2,827,299
State:	137,774,797				137,774,797
Federal:	21,131,995				21,131,995
Other Sources:	0	910,055			910,055
Total Revenues	243,116,773	910,055	0	0	244,026,828
Expenditures:					
11 Instruction	125,902,178	42,628	325,144		126,269,950
12 Inst. Res. & Media Services	3,591,042				3,591,042
13 Curriculum Dev. & Inst. Staff Dev.	4,566,016	3,116	95,192		4,664,324
21 Inst. Leadership	3,424,579		(152,503)		3,272,076
23 School Leadership	13,398,767	306,762	(6,185)		13,699,344
31 Guid., Counseling & Eval. Ser.	10,033,333	163,526	(117,797)		10,079,062
32 Social Work Services	1,864,993	14,020			1,879,013
33 Health Services	3,031,453	51,646			3,083,099
34 Student (Pupil) Trans.	4,007,329	19,401			4,026,730
35 Food Services	17,566,135				17,566,135
36 Curricular/Extracurricular Act.	9,996,499	222,871	(138,851)		10,080,519
41 General Administration	7,895,268	119,550			8,014,818
51 Plant Maint. & Operations	19,817,409	123,228			19,940,637
52 Security and Monitoring Serv.	4,387,069				4,387,069
53 Data Processing Services	4,703,026	199,194			4,902,220
61 Community Services	35,975				35,975
71 Debt Service	7,073,589				7,073,589
81 Fac. Acquisition & Const.	5,000		(5,000)		0
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000				40,000
99 Other Intergovernmental Charges	891,975				891,975
Other Uses	85,330				85,330
Total Expenditures	242,316,965	1,265,942	0	0	243,582,907
Preliminary Ending Fund Balance	85,228,379	(355,887)	0	0	84,872,492

GENERAL FUND
Programmatic or Policy Changes

REVENUES:

Other Sources

	- Technology Refresh Lease Phase 3	\$ 910,055		910,055
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	Grand Total	\$ 910,055		
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EXPENDITURES:

Function 11	- Technology Refresh Lease Phase 3	\$ 42,628		42,628
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Function 13	- Technology Refresh Lease Phase 3	\$ 3,116		3,116
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Function 23	- Technology Refresh Lease Phase 3	\$ 306,762		306,762
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Function 31	- Technology Refresh Lease Phase 3	\$ 163,526		163,526
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Function 32	- Technology Refresh Lease Phase 3	\$ 14,020		14,020
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Function 33	- Technology Refresh Lease Phase 3	\$ 51,646		51,646
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Function 34	- Technology Refresh Lease Phase 3	\$ 19,401		19,401
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Function 36	- Technology Refresh Lease Phase 3	\$ 4,673		
	- Transfer from Assigned Fund Balance for Fund 183 Athletics - Pole/High Jump Mats, Helmet Reconditioning, Physicals, Letterman Jackets and Virtual Cheer Camp	161,467		
	- Transfer from Assigned Fund Balance for Fund 184 Fine Arts - Instrument Repairs and Mariachi State Championship Rings	56,731		
		222,871		222,871

Function 41	- Technology Refresh Lease Phase 3	\$ 103,472		
	- Transfer from Assigned Fund Balance for fund 199 General Fund - Computers for Community Information	16,078		
		119,550		119,550

Function 51	- Technology Refresh Lease Phase 3	\$ 1,617		
	- Transfer from Assigned Fund Balance for Fund 183 Athletics - Rowe Softball Lights	121,611		
		123,228		123,228

Function 53	- Technology Refresh Lease Phase 3	\$ 199,194		199,194
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	Grand Total	\$ 1,265,942		
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**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 10, 2020

SUBMITTED BY: *Natalia Goza*
Natalia Goza (Jul 29, 2020 09:36 CDT)

SUPERVISOR: _____

Approved for presentation to the Board of Education:



173 _____
Superintendent of Schools