



## Agenda of Regular Meeting

### The Board of Trustees McAllen Independent School District

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<b>VISION</b>	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.
<b>MISSION</b>	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.
<b>GOALS</b>	<ol style="list-style-type: none"><li>1. Student Achievement/Student Focus</li><li>2. People Development</li><li>3. Facility Priorities</li><li>4. Financial Priorities</li></ol>
<b>STRATEGIES</b>	<ol style="list-style-type: none"><li>1. Branding</li><li>2. Attract/Retain High Quality Staff</li><li>3. Engaging Learning Environment</li><li>4. Rigorous/World Class Standards to Customize for Every Learner</li><li>5. Partnerships with Business/Civic/Education/Organizations</li><li>6. Future Ready Students</li><li>7. Financial Priorities</li></ol>

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, August 9, 2021, beginning at 5:00 PM Texas Our Texas room/Staff Development Building, Achieve Early College High School, 1601 North 27th Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **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 2021-2022
  - B) Human Resources Employee Resignation(s) for School Year 2020-2021
  - C) Human Resources Employee Resignation(s) for School Year 2021-2022
  - D) Pending and/or Potential Litigation

- E) Possible Real Estate Acquisition
6. **RECONVENE IN OPEN SESSION**
7. **ACTION ON ITEM(S) IN CLOSED SESSION**
- A) Approval of Human Resources Recommendation(s) for School Year 2021-2022 9  
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- B) Human Resources Employee Resignation(s) for School Year 2020-2021 10  
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- C) Human Resources Employee Resignation(s) for School Year 2021-2022 11  
 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
8. **SUPERINTENDENT'S REPORT(S) - VAMOS Awards Scholarships to 4 McAllen ISD Graduates**  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
9. **RECOGNITION(S)**
- A) Recognition of McAllen Independent School District United Way Campaign 12  
 Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- B) Recognition of McAllen ISD and Business Services by the Association of School Business Officials 13  
 Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
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 - Tony Forina
  2. Human Resources Briefing - Chair - Marco Suarez
  3. District Operations Briefing - Chair - Danny Vela
  4. Business Operations Briefing - Chair - Debbie Crane Aliseda
  5. Board Officers Briefing - Chair - Sam Saldivar, Jr.

B) District Reports

1. Report Regarding 2021-2022 Return to School Update 14  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
2. Report Regarding College Admissions, Financial Aid, and Scholarships 57  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
3. Report Regarding ESSER Update 67  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
4. Report Regarding Intention to Apply for Texas COVID Learning Acceleration Supports (TCLAS) Fund Grant 79  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
5. Report Regarding Intention to Apply for Emergency Connectivity Fund Grant 81  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
6. Report Regarding Quinta Mazatlan Outdoor Learning Space 83  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
7. Report Regarding the 2021 Anticipated Collection Rate and 2020 Excess Debt Tax Collections 84  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
8. Report Regarding Taxes Collected for May 2021 86  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
9. Report Regarding Taxes Collected for June 2021 88  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
10. Report Regarding the Monthly Financial and Investment Report for May 2021 90

Item Submitted: Cynthia Medrano Richards, Assistant  
Superintendent Business Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

11. Report Regarding Interlocal Cooperative Agreement No. 2020-022 Region One ESC Local Assessment Fee for Special Projects Cooperative 120

Item Submitted: Cynthia Medrano Richards, Assistant  
Superintendent Business Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

12. Report Regarding Interlocal Cooperative Agreement No. 2020-041 Region One ESC Personnel Services Cooperative 122

Item Submitted: Cynthia Medrano Richards, Assistant  
Superintendent Business Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

13. Report Regarding Interlocal Cooperative Agreement No. 2020-008 Region One ESC Library Services and Instructional Resources Cooperative 124

Item Submitted: Cynthia Medrano Richards, Assistant  
Superintendent Business Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

### 13. CONSENT AGENDA ITEMS

- A) Approval of Amended and Restated Memorandum of Understanding 2020-274 Easter Seals Rio Grande Valley 131

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- B) Approval of Interlocal Cooperative Agreement No. 2022-084 University of Texas Rio Grande Valley 138

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- C) Approval of Request for Proposal No. 2021-1010 Physical, Occupational, and Speech Therapy Services for Special Education 144

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- D) Approval of Request for Proposal No. 2021-1024 Instructional Materials and Supplies (Round 3) 146

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- E) Approval of Interlocal Agreement No. 2022-056 South Texas College Dual Credit Program for the 2021-2022 School Year

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services

- Presenter:** Dr. J. A. Gonzalez, Superintendent
- F) Approval of Request for Proposal No. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services (Round 3) 166  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- G) Approval of Request for Proposal No. 2021-1007 Career and Technology Materials, Supplies, Equipment and Related Services Discount-from-List (Round 5) 168  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- H) Approval of Request for Proposal No. 2021-1000R Library Books, eBooks, Textbooks, Audiovisual Materials and Instructional Reading Materials Discount-from-List (Round 7) 170  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- I) Approval of Interlocal Agreement No. 2022-064 University of Texas at Austin OnRamps Program 172  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- J) Approval of Memorandum of Understanding No. 2022-093 New Horizons Learning Academy 196  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- K) Approval of Bid No. 2022-1000 for Fire Alarm, Fire Extinguisher, Vent Hood, Fire Sprinkler, and Backflow Assembly Equipment, Parts, Installation, Repair, Inspection, Testing, and Cleaning Services 203  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- L) Approval of Request for Proposal No. 2021-1012 Trophies, T-shirt, Awards, Incentives, and Related Products and Services (Round 3) 205  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent  
Business Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- M) Approval of Request for Proposal No. 2021-1020 Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals (Round 4) 207  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent  
Business Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent

N)	Approval of Interlocal Cooperative Agreement No. 2022-095 Region 11 Education Service Center ("ESC") Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations	209
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
14.	<b>INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS</b>	
A)	<b>Instructional Services Item(s)</b> (Dr. Rosalba De Hoyos) <b>Instructional Leadership Item(s)</b> (Bridgette Vieh)	
B)	<b>Human Resources Item(s)</b> (Todd Miller)	
1.	Approval of Request for Proposal No. 2021-1023 Voluntary/Supplement Insurance Products and Related Services Item Submitted: Todd Miller, Assistant Superintendent Human Resources	211
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
2.	Approval of 2021-2022 Student Code of Conduct Item Submitted: Todd Miller, Assistant Superintendent Human Resources	228
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
3.	Discussion of Update to Board Policy BED (Local) – Board Meetings, Public Participation (First Reading) Item Submitted: Todd Miller, Assistant Superintendent Human Resources	284
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
4.	Approval of 2021-2022 Texas Teacher Evaluation and Support System (T-TESS) Calendar Item Submitted: Todd Miller, Assistant Superintendent Human Resources	287
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
5.	Approval of 2021-2022 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers Item Submitted: Todd Miller, Assistant Superintendent Human Resources	289
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
6.	Approval of Revision to 2021-2022 Board Approved Stipends Item Submitted: Todd Miller, Assistant Superintendent Human Resources	290
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
C)	<b>District Operations Item(s)</b> (Arely Benavides)	
1.	Approval of Intent to Name the Board Room located in the Administration Building at 2000 North 23rd Street McAllen, Texas Item Submitted: Arely Benavides, Assistant Superintendent District Operations	293

	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
2.	Approval of the Selection of Press Box Layout Item Submitted: Arely Benavides, Assistant Superintendent District Operations	296
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
D)	<b>Business Operations Item(s)</b> (Cynthia Medrano Richards)	
1.	Approval of the McAllen Independent School District July Budget Amendment for Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022 Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations	297
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
2.	Approval of a Resolution Adopting Authorized Broker/Dealer List Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations	301
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
3.	Approval of Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations	303
	<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
E)	<b>Board of Trustees Item(s)</b>	
1.	Approval of Travel for Board of Trustees	305
2.	Appointment of Board Member(s) to serve as Delegate and Alternate at the Annual Texas Association of School Boards (TASB) Delegate Assembly Meeting	306
3.	Approval of Board of Education Meeting Minutes	308
	a) Regular Board Meeting - May 10, 2021 - 5:00 P.M.	
	b) Special Board Meeting - May 12, 2021 5:30 P.M.	
	c) Special Board Meeting - May 17, 2021 5:30 P.M.	
	d) Special Board Meeting - May 19, 2021 5:30 P.M.	
	e) Board Workshop- May 20, 2021 5:30 P.M.	
	f) Regular Board Meeting - May 24, 2021 5:00 P.M.	
	g) Board Workshop - May 27, 2021 - 5:30 P.M.	
	h) Board Workshop - June 2, 2021 - 5:00 P.M.	
	i) Special Board Meeting - June 7, 2021 - 4:30 P.M.	
	j) Special Board Meeting - June 7, 2021 - 6:30 P.M.	
15.	<b>SCHEDULE OF FUTURE MEETINGS</b>	
A)	Board Workshop- (Team Building) Monday, August 16, 2021 - 4:30 P.M. - Administration Building Board Room	

- B) Regular Board Meeting - Monday, August 30, 2021 - 5:00 P.M. - Texas Our Texas room/Staff Development Building at Achieve Early College High School Abraham Lincoln
  - C) Regular Board Meeting - Monday, September 13, 2021 - 5:00 P.M. - Texas Our Texas room/Staff Development Building at Achieve Early College High School Abraham Lincoln
  - D) Regular Board Meeting - Monday, September 27, 2021 - 5:00 P.M. - Texas Our Texas room/Staff Development Building at Achieve Early College High School Abraham Lincoln
  - E) Special Board Meeting (Joint MISD Board and McAllen City) - Tentative - Thursday, September 30, 2021 - 5:30 P.M. - TBD
16. **CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.**
17. **OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.**
18. **ADJOURNMENT**

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*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.*

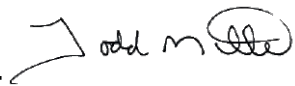
*The notice for this meeting was posted in compliance with the Texas Open Meeting Act on August 6, 2021 at 4:30 P.M.*

*Natalia Goza  
For the Board of Trustees*

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

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

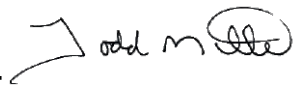


9 \_\_\_\_\_  
**Superintendent of Schools** Jul 22, 2021

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

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

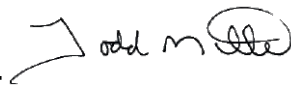


10 \_\_\_\_\_  
**Superintendent of Schools**                      Jul 22, 2021

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

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



11 \_\_\_\_\_  
**Superintendent of Schools**                      **Jul 22, 2021**

**BOARD RECOGNITION FORM  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**Meeting Date (Recommended):** August 9, 2021

**Title of Recognition:** Recognition of McAllen Independent School District United Way Campaign

Person(s) Being Recognized (include names & description i.e student at X High School):  
McAllen Independent School District

Reason for Recognition:

McAllen ISD will be recognized with the Golden Apple Award by United Way. McAllen ISD has earned this recognition 3 years in a row. United Way of South Texas funds over 100 programs through 22 Partner Agencies and Community Impact Grant recipients. 99% of our United Way donation remains in Hidalgo & Starr Counties.

Please note any items that will be presented:

#1 Golden Apple Award for the largest Contribution among 16 participating school districts.

**Photographer Requested:** Yes

**AV needs:** None

Name of Presenter: Ann Vega  
Phone: 956-972-5600  
email: jennyann.vega@mcallenisd.net

**Approved for Recognition:** \_\_\_\_\_



**Superintendent** Aug 4, 2021

**PROCEDURE FOR BOARD RECOGNITION**

1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the recommended date for presentation.
2. Submit completed form to Community Information Office with a cc to immediate supervisor and the Secretary to the Board of Trustees

Following the superintendent's executive team approval, confirmation of recognitions (year-at-a-glance) will be done via e-mail each week. Honorees are instructed to report to the Community Information office at 5:15 p.m. on their designated Board Meeting date.

**BOARD RECOGNITION FORM  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**Meeting Date (Recommended):** August 9, 2021

**Title of Recognition:**

**Photographer Requested:** No

**AV needs:**

**Approved for Recognition:** \_\_\_\_\_



**Superintendent**

**PROCEDURE FOR BOARD RECOGNITION**


1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the recommended date for presentation.
2. Submit completed form to Community Information Office with a cc to immediate supervisor and the Secretary to the Board of Trustees

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**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**   
Arely Benavides (Aug 6, 2021 14:53 CDT)

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



14 \_\_\_\_\_  
**Superintendent of Schools**

**MC<sup>A+</sup>ALLEN ISD**

**RETURN TO  
TRADITIONAL SCHOOL  
2021-2022**

**CLICK FOR MORE INFORMATION**



956-687-MISD (6473) | [WWW.MCALLENISD.ORG](http://WWW.MCALLENISD.ORG)

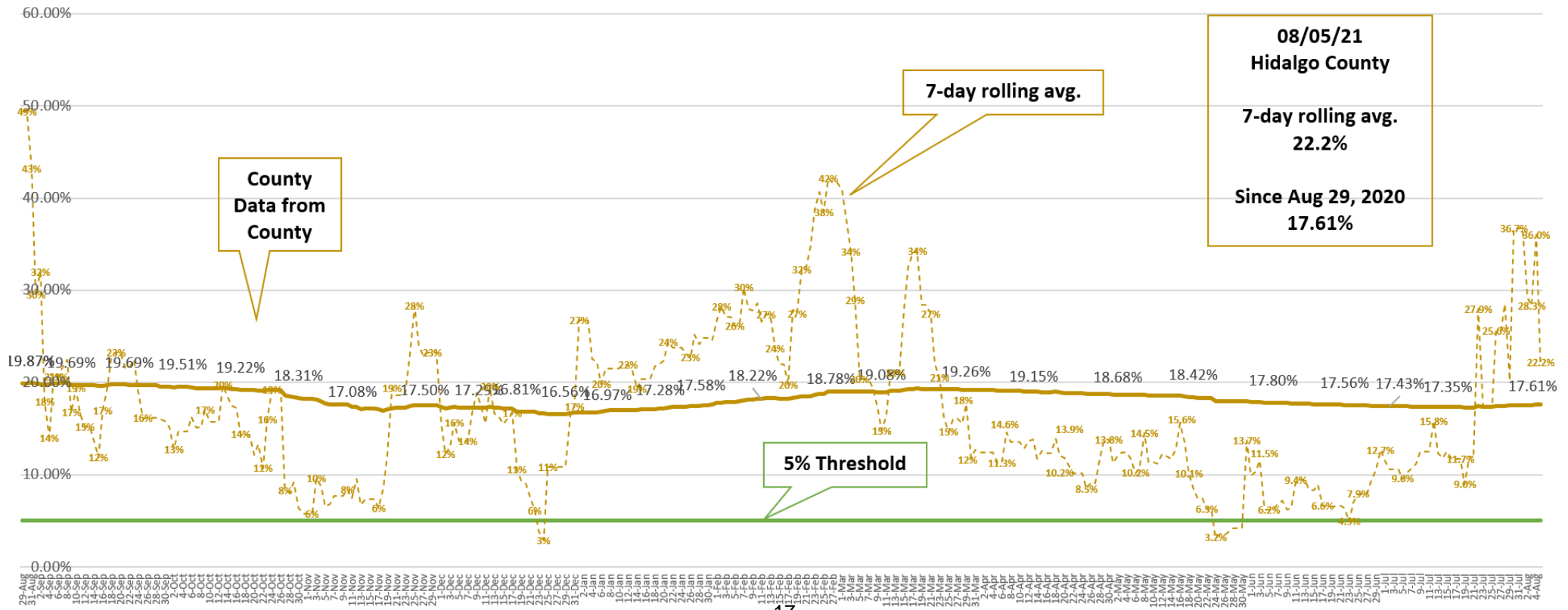
**Board Meeting  
August 9, 2021**

# COVID-19 Local Health Conditions

# Rate of Positive Cases

Rate of Positive Cases

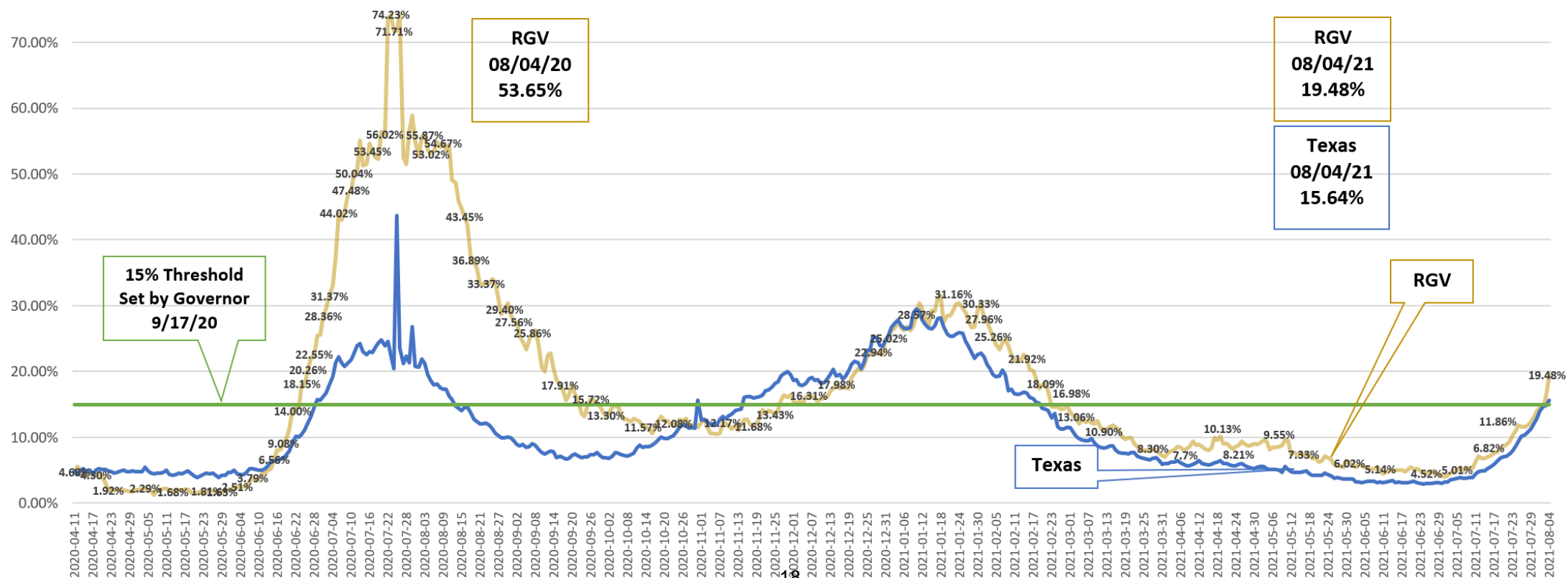
Source: Combined Hospital Data over Time by Trauma Service Area (TSA) - Updated Daily (Last Updated: 08/06/2021 7 am)



# Rate of Hospitalization

Hospitalization Rate

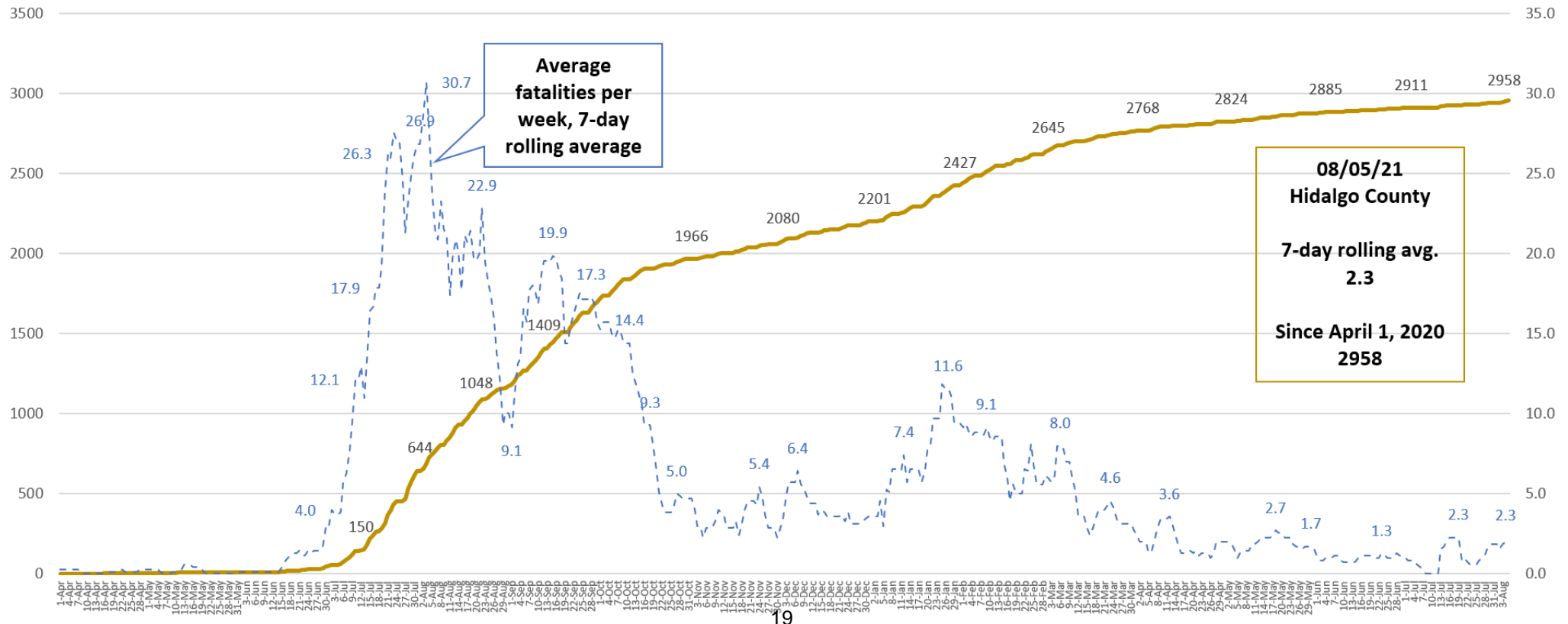
Source: Combined Hospital Data over Time by Trauma Service Area (TSA) - Updated Daily (Last Updated: 08/06/2021 7 am)



# Rate of Fatalities

**Rate of Fatalies**

Source: Hidalgo County - Updated Daily (Last Updated: 08/06/2021 7 am)



# 21-22 Return to Traditional School Plan

Version 5.0

# Safety Protocols

2021-2022 Return to Traditional School Plan version 5.0

# ESSER Written Plans

<https://www.mcallenisd.org/page/esser-iii>

## ESSER III Information

[ESSER III Invitation to Public Comment](#)

The American Rescue Plan signed into law in March included \$122 billion in Elementary and Secondary School Emergency Relief (ESSER) funds for school districts across the country, which is the single largest investment in federal elementary and secondary education in the nation's history. McAllen ISD will apply to receive some of that additional funding.

McAllen ISD is launching a comprehensive stakeholder engagement process to help determine how it should potentially spend additional federal dollars to address unfinished learning and COVID-19 recovery.



[RETURN TO TRADITIONAL SCHOOL 2021-2022](#)

Please complete the [Return to Traditional School 2021-2022 survey](#). [Click here to complete the survey](#)



[REGRESO A ESCUELA TRADICIONAL 2021-2022](#)

Complete la encuesta [Regreso a la escuela tradicional 2021-2022](#). [Haga clic aquí para completar la encuesta](#)



[ESSER MASTER PLAN](#)

### Take this survey

All parents, district employees, students and community members are urged to [complete a survey](#) to help the district determine what to prioritize with the potential ESSER funds.

**TAKE THE SURVEY**



[ESSER PLAN MAESTRO](#)

### Completa esta encuesta

Se insta a todos los padres, empleados del distrito, estudiantes y miembros de la comunidad a completar una encuesta para ayudar al distrito a determinar qué priorizar con los posibles fondos de ESSER.

**COMPLETA ESTA ENCUESTA**

# Return to School Information

<https://www.mcallenisd.org/page/return-to-school-21-22>

McAllen Independent School District  
Excellence in Education

Skyward Clever COVID-19 Staff Links

MENU SCHOOLS ENGLISH

MCALLEN INDEPENDENT SCHOOL DISTRICT // RETURN TO SCHOOL 21-22

2021 - 2022  
**RETURN TO SCHOOL**

**MC<sup>+</sup>ALLEN ISD**

SuperTalk Episode 36: Dr. Gonzalez addresses the 2021-22 return to traditional school plan.

MC<sup>+</sup>ALLEN ISD  
MCALENISD.ORG  
**WE'RE**

- School Supply Lists
- Middle School Schedule Pickups
- High School Schedule Pickups
- Breakfast and Lunch Menus
- Bus Routes: Regular Education
- Middle School Bell Schedules

<https://www.mcallenisd.org>

# Return to Traditional School 5.0

As of August 6, 2021 7:26 am



Public Health Guidance  
August 5, 2021

## McAllen ISD Response

1. Required Actions if Individuals with Test-Confirmed Cases Have Been in a School
  - Notify local health department
  - Submit report to Texas Department of State Health Services
2. Masks
  - Per GA-38, school systems cannot require students or staff to wear a mask
3. Students Who Have COVID-19
  - School systems must exclude students from attending school in person who are actively sick with COVID-19 or who have received a positive test result for COVID-19. Parents must ensure they do not send a child to school on campus if the child has COVID-19 symptoms or is test-confirmed with COVID-19, 2 until the conditions for re-entry are met → 10 days and fever free and symptoms improving.

1. Required Actions if Individuals with Test-Confirmed Cases Have Been in a School
  - Will notify local health department
  - Will submit report to Texas Department of State Health Services
  - **Will continue to notify the school community including parents/employees**
2. Masks
  - Will follow the GA-38.
  - **Will highly encourage masks as part of a layered safety approach.**
3. Students Who Have COVID-19
  - Will follow the TEA requirement of exclusion and the Texas Department of State Health Services conditions for re-entry.

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# Return to Traditional School 5.0

As of August 6, 2021 7:26 am



Public Health Guidance

August 5, 2021

## McAllen ISD Response

### 3. Students Who Have COVID-19, continued...

- During the exclusion period, the school system may deliver remote instruction consistent with the practice of **remote conferencing**.
  - Total amount of remote conferencing instruction does not exceed more than **20 instructional days** over the entirety of the school year. (>20 days requires a waiver approved by the TEA)
  - Instruction must be provided synchronously, which means two-way, real-time/live virtual instruction. The instruction cannot be concurrent, which means **remote students must not be taught by a teacher who is also teaching in-person students at the same time.**
- ...school systems may provide and/or conduct recurring COVID-19 testing using rapid tests provided by the state or other sources. Testing can be conducted with staff. With prior written permission of parents, testing can be conducted with students.

### 3. Students Who Have COVID-19, continued...

- McAllen ISD will deliver remote instruction for students that are at home with COVID-19 using remote conferencing per the TEA guidelines.
  - **While the teacher of record is not allowed per the TEA to teach the students that are at home temporarily with COVID-19, the teacher of record will still guide the qualified individual, “Student Support Liaison”, that is leading the remote conferencing.**
- McAllen ISD will be conducting testing throughout the year as needed with employees and with students that have parent consent.

# Return to Traditional School 5.0

As of August 6, 2021 7:26 am



## Public Health Guidance

August 5, 2021

## McAllen ISD Response

### 4. Students Who Are Close Contacts

- ...individuals who are vaccinated are not considered close contacts.
- ...school systems are not required to conduct COVID-19 contact tracing
- Parents of students who are determined to be close contacts may opt to keep their students at home during the stay-at-home period.
- CDC has updated their guidance, and the stay-at-home period can end for students experiencing no symptoms on Day 10 after close contact exposure, if no subsequent COVID-19 testing is performed. Alternately, students can end the stay-at-home period if they receive a negative result from a PCR acute infection test after the close contact exposure ends.
- During the stay-at-home period, the school system may deliver remote instruction consistent with the practice of remote conferencing.

### 4. Students Who Are Close Contacts (Quarantine)

- McAllen ISD will not quarantine individuals that are vaccinated.
- **McAllen ISD will continue COVID-19 contact tracing and inform parents and employees.**
- McAllen ISD will support parents/students who opt to stay home during the stay-at-home period.
- **McAllen ISD will be following the TEA/CDC guidance for ending the stay-at-home period as follows:**
  - **After day 10 without testing (return day 11)**
  - **After day 7 after receiving a negative PCR acute infection test result (test must occur on day 5 or later) (return day 8)**
- McAllen ISD will deliver remote instruction for students that are at home during quarantine using remote conferencing per the TEA guidelines.
  - **While the teacher of record is not allowed per the TEA to teach the students that are at home temporarily with COVID-19, the teacher of record will still guide the qualified individual, "Student Support Liaison", that is leading the remote conferencing.**

# Return to Traditional School 5.0 Safety Protocols

## What has not changed from 20-21?

- Staff and student desk shields in classrooms and cafeterias
- Handwashing, more sinks throughout the campus
- Sanitizing stations in every classroom/throughout the campus
- Respiratory etiquette training
- Social distancing (as much as possible).
- At-home screening - staff/students with symptoms stay home
- Temperature checks for symptomatic students
- Individuals that are positive for COVID-19 will stay home
- Contact tracing: isolation, quarantine
- Intense cleaning and disinfection protocols
- COVID-19 awareness and training for staff and students
- Notification for a positive case on campus
- Positive case data updated on the website
- No sharing tables or food sharing
- Limited visitors

## What has changed from 20-21?

- Vaccines are available for students 12 & older
- Masks cannot be required per the Governor's Order, but masks are highly encouraged
- Ventilation and air purification
- Water filling stations
- Meals in the cafeteria with shields
- Quarantine from 14 days to
  - 10 days (return on day 11) or
  - 7 days with a negative PCR test administered on day 5 or later (return on day 8)
- 27 • Remote conference for COVID-19 or quarantine cases

# Instructional Program Overview

Return to Traditional School Plan version 5.0

Thank you.

# McAllen ISD 2021-22 Instructional Program Overview

*Note: This overview includes only information for Reading, Math, Science, and Social Studies Courses that are tested annually by Texas Education Agency*

*(All other courses will continue to be offered. Fine Arts, Athletics, Career Technical Education Courses will continue to participate in extra curricular activities.)*



# Method of Instruction

## 2020-2021 VS. 2021-2022

### Face to Face Instruction

- ★ Teachers and students are working in class, either five days a week or following combination schedule.
- ★ Teacher is on campus simultaneously delivering instruction to F2F and remote students through video conferencing.
- ★ All instruction is delivered through a device and online learning platforms.
- ★ Daily schedule is a blend of real-time instruction with the teacher and student-paced lessons.

### Remote Instruction

- ★ Students are at home and attend class remotely with the teacher on campus.
- ★ Daily schedule is a blend of real-time remote instruction with the teacher and scheduled independent lessons.

### Combination

- ★ Students attend F2F instruction two days a week, and remote three days a week.

### Face-to-Face (F2F) Instruction

- ★ Teachers and students are working in class five days a week.
- ★ Teacher is on campus and assigned full classes/courses of F2F students.
- ★ All instruction is delivered in a traditional classroom setting with safety protocols in place.
- ★ Students receive 100% real-time instruction following regular class schedule.

### Remote Instruction (Updated July 14, 2021)

- ★ Not available.
- ★ *Cases with documented extenuating medical circumstances \*may\* be considered for remote learning.*

### Combination (Updated July 14, 2021)

- ★ Not available.
- ★ *Cases with documented extenuating medical circumstances \*may\* be considered for remote learning.*

## ATTENDANCE PROTOCOLS for 2021-2022

Students will be required to attend classes from Monday-Friday from 7:50-3:30 (elementary); from 8:00-4:05 (middle school); from 8:15-4:15 (high school).

### Face-to-Face (F2F) Instruction

- ❖ Teachers and students are working in class five days a week Monday – Friday.
- ❖ Teacher is on campus and assigned full classes/courses of F2F students.
- ❖ All instruction is delivered in a traditional classroom setting with safety protocols in place.
- ❖ Students receive 100% real-time instruction following regular class schedule.
- ❖ Students will be required to bring their device (iPad/Chromebook) to school daily.

### Remote Instruction (Updated July 14, 2021)

- ❖ Not available.
- ❖ *Cases with documented extenuating medical circumstances \*may\* be considered for remote learning.*

# Elementary



# Elementary Sample Schedule 2021-2022

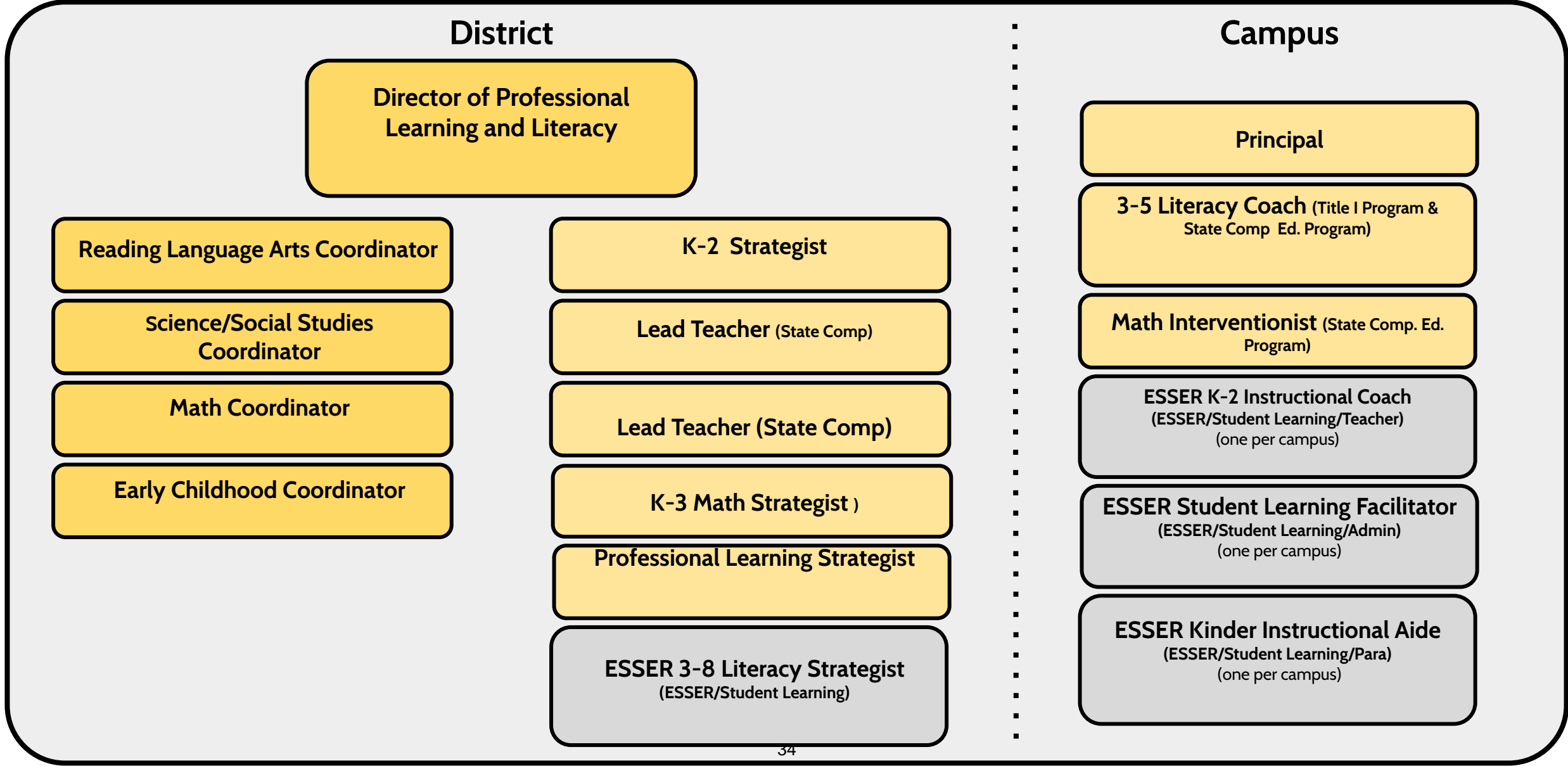
	Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
Math	90 mins	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
ELAR	120 mins	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
Science	60 mins	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
Social Studies	45 mins	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
Specials /Teacher Conference(PE, Music, etc.)	60 mins	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
Services and Reteach/Enrich	45 mins	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
Lunch	30 mins	<sup>33</sup> Students will eat at the same time as students in their class/grade level.				

All students will participate in Real-time instruction with on-campus teachers regardless of Method of Instruction

Note: Time blocks varies

# Instructional Leadership

## Elementary Curriculum & Instruction Team Certified Educators Supporting Teachers



# Elementary School Instructional Program Overview

*(Vital learning standards of last year embedded in the current school year)*

Left Side  
Accelerated Instruction

Right Side  
Accelerated Instruction



## Pre-Kinder 3 (Half Day) Pre-Kinder 4 (Full Day)

**Pre-Kinder 3 and 4 year Olds**  
**Reading Language Arts Pre-K 4 Pre-K 3**  
 Monday – Friday  
 (Pre-Kindergarten Texas Guidelines)

**Core Instruction Components:**  
 Core instruction for all students  
**Foundational Skills**  
 Pre-K 3, Pre-K 4  
**Letter Names & Letter Sounds**  
 Pre-K 3, Pre-K 4  
**Whole Group-** Pre-k 3, Pre-K 4  
**Learning Centers** PK-3, Pk-4

**Pre-Kinder 3 and 4 Year Olds**  
**Math**  
 Pre-K 4  
 Pre-K 3  
 Monday – Friday  
 (Pre-Kindergarten Texas Guidelines)

**Core Instruction Components:**  
 Core instruction for all students  
**Foundational Skills**  
 Pre-k 3, Pre-k 4  
**Whole group** Pk-3, Pk-4  
**Learning Centers** Pk-3, Pk-4

**Reteach and Enrich**  
**Pre-Kinder 3 Reading (Half Day)**  
 Monday – Friday  
 Small Group Pre-K 3

**Reteach and Enrich**  
**Pre-Kinder 3 Math (Half Day)**  
 Monday – Friday  
 Small Group Pre-K 3

**Pre-Kinder 4 Reading (Full Day)**  
 Small Group Pre-K 4  
 (Pre-Kinder Texas Guidelines)

**Pre-Kinder 4 Math (Full Day)**  
 Small Group Pre-K 4  
 (Pre-Kinder Texas Guidelines)

## Kinder - 2nd Grade

**Kinder -2nd Grade**  
**Reading Language Arts**  
**Monday – Friday**  
 (Current Texas Essential Knowledge and Skills- TEKS)

**Core Instruction Components:**  
 Foundational Skills  
 Reading Focus  
 Small Group Instruction  
 Writing Focus

**Kinder -2nd Grade**  
**Math**  
**Monday – Friday**  
 (Current Texas Essential Knowledge and Skills- TEKS)

**Core Instruction Components:**  
 Basic Facts  
 Problem Solving  
 Weekly Concept  
 Applications  
 Enrichment  
 Weekly Concept

**Kinder -2nd Grade Reteach & Enrich**  
**Reading and Math**  
**Monday – Friday**  
**45 min/day**  
 (Current Texas Essential Knowledge and Skills- TEKS, Prescriptive per each student's needs)

## 3rd - 5th Grade

**3rd – 5th Grade Reading**  
**Monday - Wednesday**  
 (Current Texas Essential Knowledge and Skills- TEKS)\*  
 Reading is STAAR tested in 3rd-8th Grade, English I EOC, and English II EOC

**Thursday & Friday**  
 (Current Texas Essential Knowledge and Skills- TEKS)  
**30 minutes Accelerated Instruction**  
*(vital learning standards of previous school year)*

**3rd – 5th Grade Math**  
**Monday - Wednesday**  
 (Current Texas Essential Knowledge and Skills- TEKS)  
 Math is STAAR tested in 3rd-8th Grade, Algebra I EOC

**Thursday & Friday**  
 (Current Texas Essential Knowledge and Skills- TEKS)  
**30 Minutes Accelerated Instruction**  
*(vital learning standards of previous school year)*

**3rd – 5th Reteach & Enrich**  
**Reading and Math**  
**Monday – Friday**  
**45 min/day**  
 (Current Texas Essential Knowledge and Skills- TEKS, Prescriptive per each student's needs)

**Science**  
**Monday - Friday**  
 K - 5th Grade  
 (Current Texas Essential Knowledge and Skills- TEKS)  
 Science is STAAR tested in 5<sup>th</sup> Grade, 8<sup>th</sup> Grade, and 9<sup>th</sup> Grade Biology EOC.  
 Accelerated Instruction *(vital learning standards of previous school year)*

**Social Studies**  
**Monday - Friday**  
 K – 5<sup>th</sup> Grade  
 (Current Texas Essential Knowledge and Skills- TEKS)  
 Social Studies is STAAR tested in 8<sup>th</sup> Grade and 11<sup>th</sup> Grade US History EOC  
 Accelerated Instruction *(vital learning standards of previous school year)*

# Instructional Services

## Elementary Counseling Services to Support Student Learning

23 Guidance / Academic Counselors  
1 per campus if enrollment <= 600 students  
2 per campus if enrollment > 600 students.

The Elementary Counselors provide EI guidance lessons, academic planning, career awareness presentations, EI school-wide contribution, safety and wellness presentations, school-wide motivation and awareness events, career/endorsement fair, school-wide character education-Project Wisdom. They also provide individual counseling sessions, group counseling sessions, crisis screening, referrals and counseling assessments.

ESSER Intervention Counselors  
(ESSER/Student Needs/Counselor)  
½ per campus, 9 total

ESSER Counselors will work collaboratively and cohesively with the campus counselor in increasing the emotional quotient of each student. They will build, implement, monitor, and improve strategies and work closely with campus teachers, coaches, interventionists, and administrators. The goal is to ensure that every student receives guidance and support in the area of emotional intelligence.

6 Social Workers  
One per middle school & their feeder  
Elem.

The Social Workers provide McKinney Vento support for homeless students, community referrals and resources. They also provide supportive guidance, abuse and neglect screening, mental health screening and emotional intelligence school-wide contribution.

Family Treatment Program (FTP)  
clinician  
One per vertical team to serve middle  
schools and elementary schools

The FTP Clinicians provide mental health support, coordinate services with behavioral centers, and crisis intervention services to student in need. They manage caseloads and also provide critical follow-up services and re-entry support to students who have been hospitalized. They will continue to provide Wellness Mental Health workshops for students, parents, and staff.



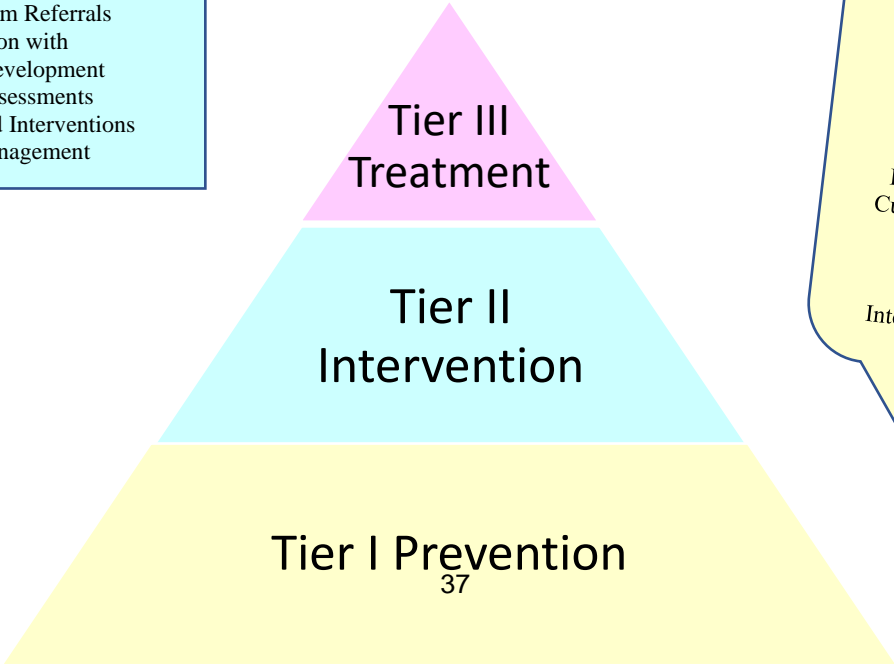
# EMOTIONAL INTELLIGENCE CONTRIBUTION FOR ELEMENTARY SCHOOL STUDENTS



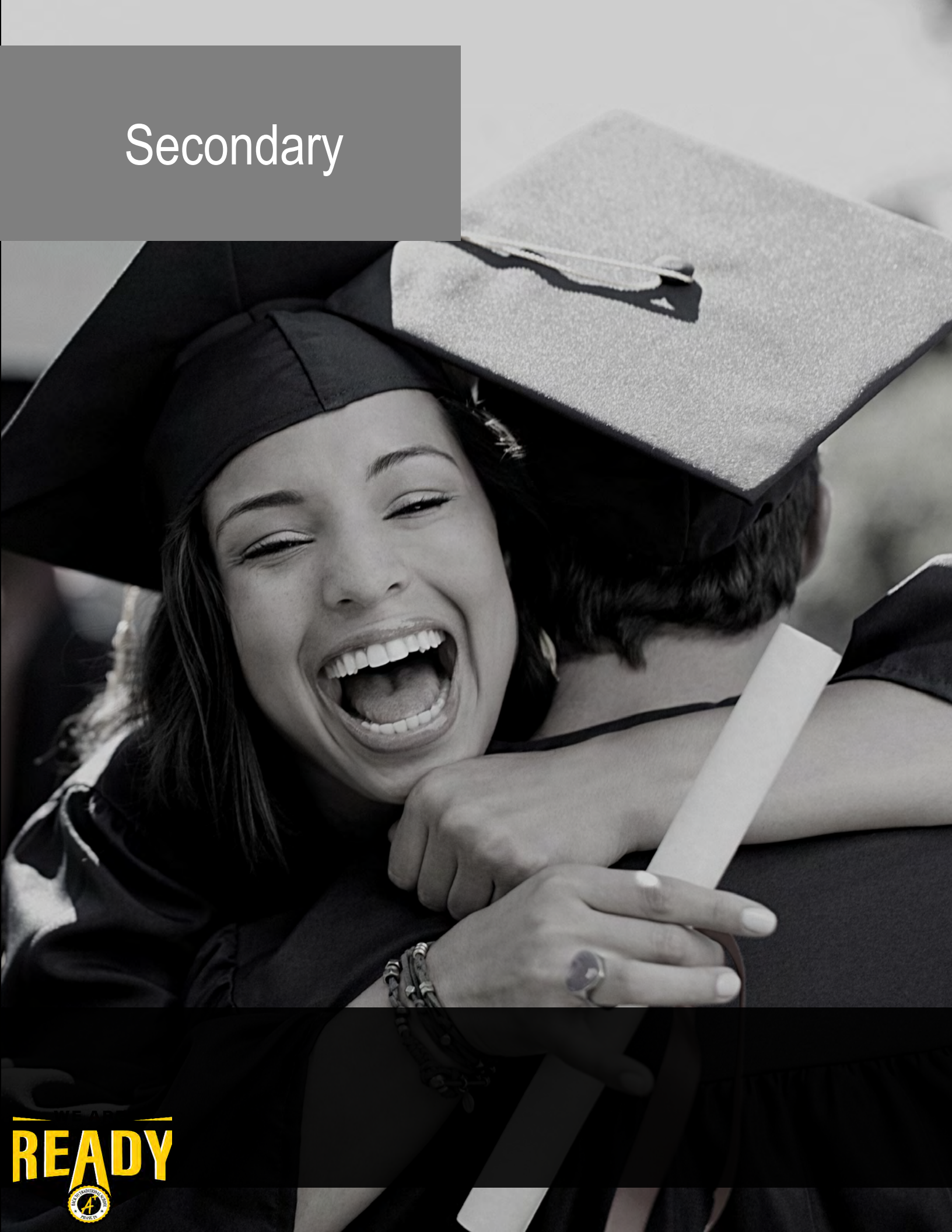
**TIER III Support**  
**Family Treatment Program**  
**Clinicians, LPC/MSW, and**  
**Therapists**  
 Individual Counseling  
 Group Counseling  
 Mental Health Assessments  
 Community Psychiatric Services  
 Mental Health Agreements  
 Intensive Case Management  
 Mental Health Training  
 In-Patient Treatment

**TIER II Support**  
**Counselors/ESSER Counselors**  
 Individual and Group Counseling  
 Crisis Screening  
 Special Program Referrals  
 Intervention with  
 Intentional Development  
 Behavior Assessments  
 Solution Focused Interventions  
 Conflict Management

**TIER I Support**  
**Counselors/ESSER**  
**Counselors/Teachers**  
 Guidance Lessons  
 Career Awareness and  
 Safety Presentations  
 Schoolwide Emotional  
 Intelligence Events  
 Staff Development  
 Emotional Intelligence  
 Curriculum Embedded in  
 Instruction  
 Implementation of  
 Emotional  
 Intelligence Curriculum



# Secondary



**BROWN/CATHEY/MORRIS/TRAVIS**  
**2021 - 2022 REGULAR BELL SCHEDULE**

	<b>6<sup>th</sup> GRADE</b>	<b>7<sup>th</sup> GRADE</b>	<b>8<sup>th</sup> GRADE</b>
1 <sup>st</sup>	8:00 – 8:58	8:00 – 8:58	8:00 – 8:58
2 <sup>nd</sup>	9:02 – 9:54	9:02 – 9:54	9:02 – 9:54
3 <sup>rd</sup>	9:58 – 10:50	9:58 – 10:50	9:58 – 10:50
4 <sup>th</sup>	10:50 – 11:25 <b>LUNCH</b>	10:54 – 11:46	10:54 – 11:46
5 <sup>th</sup>	11:29 – 12:21	11:46 – 12:21 <b>LUNCH</b>	11:50 – 12:42
6 <sup>th</sup>	12:25 – 1:17	12:25 – 1:17	12:42 – 1:17 <b>LUNCH</b>
7 <sup>th</sup>	1:21 – 2:13	1:21 – 2:13	1:21 – 2:13
8 <sup>th</sup>	2:17– 3:09	2:17– 3:09	2:17– 3:09
9 <sup>th</sup>	3:13 – 4:05	3:13 – 4:05	3:13 – 4:05

# MICHAEL E. FOSSUM MIDDLE SCHOOL BELL SCHEDULE 2021-2022



	6 <sup>TH</sup> GRADE		7 <sup>TH</sup> GRADE		8 <sup>TH</sup> GRADE	
1 <sup>st</sup> Period	8:00 – 8:58 Breakfast/Announcements	58 min	8:00 – 8:58 Breakfast/Announcements	58 min	8:00 – 8:58 Breakfast/Announcements	58 min
2 <sup>nd</sup> Period	9:02 – 9:54	52 min	9:02 – 9:54	52 min	9:02 – 9:54	52 min
3 <sup>rd</sup> Period	9:58 – 10:50	52 min	9:58 – 10:50	52 min	9:58 – 10:50	52 min
4 <sup>th</sup> Period	10:50 – 11:25 LUNCH	35 min	10:54 – 11:46	52 min	10:54 – 11:46	52 min
5 <sup>th</sup> Period	11:29 – 12:21	52 min	11:46 – 12:21 Lunch	35 min	11:50 – 12:42	52 min
6 <sup>th</sup> Period	12:25 – 1:17	52 min	12:25 – 1:17	54 min	12:42-1:17 Lunch	35 min
7 <sup>th</sup> Period	1:21 – 2:13	54 min	1:21 – 2:13	54 min	1:21 – 2:13	54 min
8 <sup>th</sup> Period	2:17 – 3:09	52 min	2:17 – 3:09	52 min	2:17 – 3:09	52 min
9 <sup>th</sup> Period	3:13 – 4:05	52 min	3:13 – 4:05	52 min	3:13 – 4:05	52 min



## Alonzo DeLeon Middle School 2021-22 Daily Bell Schedule



PERIOD	6 <sup>TH</sup> GRADE	7 <sup>TH</sup> GRADE	8 <sup>TH</sup> GRADE	IB DELEON
1 <sup>st</sup> /Breakfast	8:00 – 8:57	8:00 – 8:57	8:00 – 8:57	8:00 – 8:57(ATL)
2 <sup>nd</sup>	9:01 - 9:53	9:01 - 9:53	9:01 - 9:53	8:59 - 10:33 1 <sup>st</sup> Block
3 <sup>rd</sup>	9:57 - 10:49	9:57 - 10:49	9:57 - 10:49	10:33 - 11:03 Lunch
4 <sup>th</sup>	10:53 - 11:45	10:53 - 11:45	10:53 - 11:45	11:03 - 12:37 2 <sup>nd</sup> Block
5 <sup>th</sup>	11:46 - 12:21 Lunch	11:49 - 12:41	11:49 - 12:41	12:39 - 2:13 3 <sup>rd</sup> Block
6 <sup>th</sup>	12:25 - 1:17	12:42 - 1:17 Lunch	12:45 - 1:37	2:17 - 4:05 4 <sup>th</sup> Block
7 <sup>th</sup>	1:21 – 2:13	1:21 – 2:13	1:38 - 2:13 Lunch	
8 <sup>th</sup>	2:17 – 3:09	2:17 – 3:09	2:17 – 3:09	
9 <sup>th</sup>	3:13 – 4:05	3:13 – 4:05	3:13 – 4:05	



## McAllen/ Memorial/Rowe High School Bell Schedule for 2021-2022

### 4<sup>th</sup> Lunch Schedule

1<sup>st</sup> period 8:15-9:05 (50)  
 2<sup>nd</sup> Period 9:10-10:15 (65)  
 3<sup>rd</sup> Period 10:20-11:10 (50)  
**4A Lunch 11:10-11:40 (30)**  
 4B Period 11:45-12:35 (50)  
 5B Period 12:40- 1:30 (50)  
 6<sup>th</sup> Period 1:35-2:25 (50)  
 7<sup>th</sup> Period 2:30-3:20 (50)  
 8<sup>th</sup> Period 3:25-4:15 (50)

### 5<sup>th</sup> Lunch Schedule

1<sup>st</sup> period 8:15-9:05 (50)  
 2<sup>nd</sup> Period 9:10-10:15 (65)  
 3<sup>rd</sup> Period 10:20-11:10 (50)  
 4A Period 11:15-12:05 (50)  
**5<sup>th</sup> Lunch 12:05-12:35 (30)**  
 5B Period 12:40- 1:30 (50)  
 6<sup>th</sup> Period 1:35-2:25 (50)  
 7<sup>th</sup> Period 2:30-3:20 (50)  
 8<sup>th</sup> Period 3:25-4:15 (50)

### 5C Lunch Schedule

1<sup>st</sup> period 8:15-9:05 (50)  
 2<sup>nd</sup> Period 9:10-10:15 (65)  
 3<sup>rd</sup> Period 10:20-11:10 (50)  
 4A Period 11:15-12:05 (50)  
 5A Period 12:10-1:00 (50)  
**5C Lunch 1:00- 1:30 (30)**  
 6<sup>th</sup> Period 1:35-2:25 (50)  
 7<sup>th</sup> Period 2:30-3:20 (50)  
 8<sup>th</sup> Period 3:25-4:15 (50)



**Options at Lamar Academy  
Bell Schedule**

*Effective 8/2/2021*

**7:55 a.m. 1<sup>st</sup> Bell Rings**

**8:00 - 9:26 a.m. 1<sup>st</sup> Block - NO STUDENTS – Teacher PLCs, Job Embedded Trainings, Student Staffing, Committee Meetings**

**\*9:30 - 11:06 a.m. 2<sup>nd</sup> Block**

**11:06 a.m. - 1:06 p.m. 3<sup>rd</sup> Block**

**B Lunch**

**11:10 - 11:53 3<sup>rd</sup> Block ½ Class**

**11:53 - 12:23 B Lunch**

**12:25 - 1:06 3<sup>rd</sup> Block ½ Class**

**1:10 - 2:36 p.m. 4<sup>th</sup> Block**

**2:40 - 4:06 p.m. 5<sup>th</sup> Block**

*\*Classes for Options begin at 9:30 a.m.*



**IB at Lamar Academy  
Bell Schedule  
2021-2022**

*Effective 8/2/2021*

**7:55 a.m. 1<sup>st</sup> Bell Rings**

**8:00 - 9:26 a.m. 1<sup>st</sup> Block**

**9:30 - 11:06 a.m. 2<sup>nd</sup> Block**

**11:06 a.m. - 1:06 p.m. 3<sup>rd</sup> Block**

**A Lunch**

**11:06 - 11:36 A Lunch**

**11:40 - 1:06 3<sup>rd</sup> Block Class**

**B Lunch**

**11:10 - 11:53 3<sup>rd</sup> Block ½ Class**

**11:53 - 12:23 B Lunch**

**12:25 - 1:06 3<sup>rd</sup> Block ½ Class**

**C Lunch**

**11:10-12:36 3<sup>rd</sup> Block Class**

**12:36-1:06 C Lunch**

**1:10 - 2:36 p.m. 4<sup>th</sup> Block**

**2:40 - 4:06 p.m. 5<sup>th</sup> Block**

## FRESHMAN



INDEPENDENT SCHOOL DISTRICT

### Achieve Early College High School

**MONDAY - THURSDAY**

#### Bell Schedule for 2021-2022

4 <sup>th</sup> Lunch Schedule		5 <sup>th</sup> Lunch Schedule		5C Lunch Schedule	
1 <sup>st</sup> period	8:00 – 9:10 (65)	1 <sup>st</sup> period	8:00 – 9:10 (65)	1 <sup>st</sup> period	8:00 – 9:10 (65)
2 <sup>nd</sup> Period	9:15 - 10:05 (50)	2 <sup>nd</sup> Period	9:15 - 10:05 (50)	2 <sup>nd</sup> Period	9:15 - 10:05 (50)
3 <sup>rd</sup> Period	10:10 - 11:00 (50)	3 <sup>rd</sup> Period	10:10 - 11:00 (50)	3 <sup>rd</sup> Period	10:10 - 11:00 (50)
<b>4A Lunch</b>	<b>11:00 -11:30 (30)</b>	4A Period	11:05 -11:55 (50)	4A Period	11:05 -11:55 (50)
4B Period	11:35 -12:25 (50)	<b>5<sup>th</sup> Lunch</b>	<b>11:55 - 12:25 (30)</b>	5A Period	12:00 - 12:50 (50)
5B Period	12:30 - 1:20 (50)	5B Period	12:30 - 1:20 (50)	<b>5C Lunch</b>	<b>12:50 - 1:20 (30)</b>
6 <sup>th</sup> Period	1:25 - 2:15 (50)	6 <sup>th</sup> Period	1:25 - 2:15 (50)	6 <sup>th</sup> Period	1:25 - 2:15 (50)
7 <sup>th</sup> Period	2:20 - 3:10 (50)	7 <sup>th</sup> Period	2:20 - 3:10 (50)	7 <sup>th</sup> Period	2:20 - 3:10 (50)
8 <sup>th</sup> Period	3:15 - 4:05 (50)	8 <sup>th</sup> Period	3:15 - 4:05 (50)	8 <sup>th</sup> Period	3:15-4:05 (50)

*This version includes a 1-hour and 5 minute 1<sup>st</sup> period and 50 minute class periods and 5 minute passing periods.*

## SOPHOMORE - SENIOR



INDEPENDENT SCHOOL DISTRICT

### Achieve Early College High School

**MONDAY - THURSDAY**

#### Bell Schedule for 2021-2022

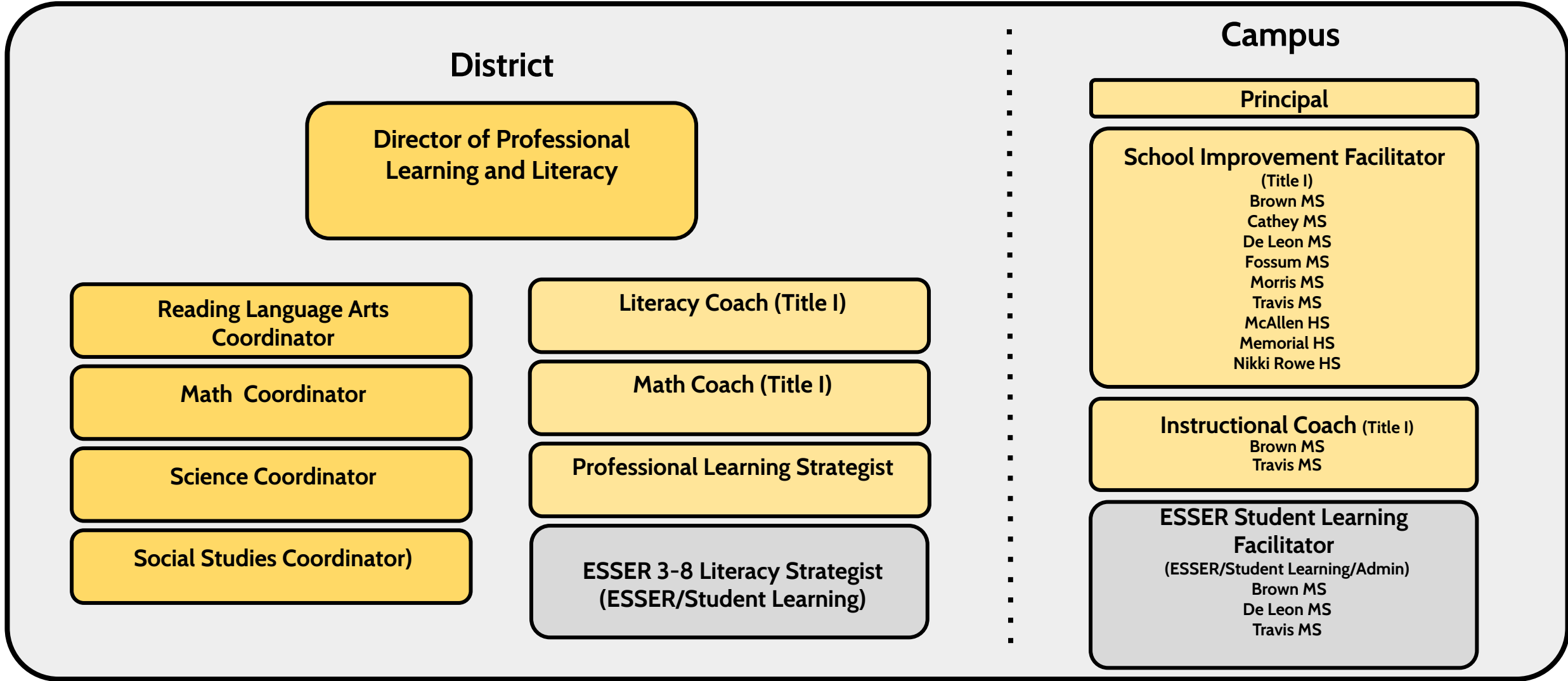
4A Lunch Schedule		4B Lunch Schedule	
1 <sup>st</sup> period	8:00 – 9:04 (64)	1 <sup>st</sup> period	8:00 – 9:04 (64)
2 <sup>nd</sup> Period	9:07 – 09:57 (50)	2 <sup>nd</sup> Period	9:07 – 09:57 (50)
3A Period	10:00 – 10:50 (50)	3B Period	10:00 - 11:30 (90)
<b>4A Lunch</b>	<b>10:50 -11:24 (34)</b>	<b>4B Lunch</b>	<b>11:30 -12:04 (34)</b>
5A Period	11:27 -12:57 (90)	5B Period	12:07 - 12:57 (50)
6 <sup>th</sup> Period	1:00 – 01:57 (57)	6 <sup>th</sup> Period	1:00 – 01:57 (57)
7 <sup>th</sup> Period	2:00 – 02:50 (50)	7 <sup>th</sup> Period	2:00 – 02:50 (50)
8 <sup>th</sup> Period	2:53 - 4:05 (50)	8 <sup>th</sup> Period	2:53 - 04:05 (50)

# 2021-2022 Secondary Schedule by Content

	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Math</b>	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
<b>English</b>	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
<b>Science</b>	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
<b>Social Studies</b>	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
<b>NonCore</b>	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
<b>NonCore</b>	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
<b>NonCore</b>	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction
<b>NonCore</b>	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction	Real-time Instruction

# Instructional Leadership

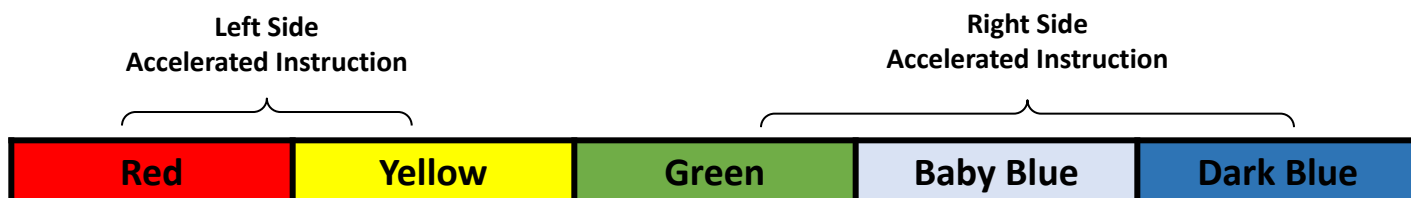
## Secondary Curriculum & Instruction Team Certified Educators Supporting Teachers



# 2021-22

## Middle School Instructional Program Overview (Vital learning standards of last year embedded in the current school year)

### State of Texas Assessments of Academic Readiness (STAAR)



#### 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> Reading

- Monday – Thursday Content

(Current Texas Essential Knowledge and Skills- TEKS)



- Friday

Content (Current Texas Essential Knowledge and Skills- TEKS)

and

Accelerated Instruction (vital learning standards of previous school year)

- AM / PM Tutorials (AI Instruction: *vital learning standards of previous school year*) if needed

#### 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> Math

- Monday- Thursday Content

(Current Texas Essential Knowledge and Skills- TEKS)



- Friday

Content (Current Texas Essential Knowledge and Skills- TEKS)

and

Accelerated Instruction (vital learning standards of previous school year)

- AM / PM Tutorials (AI Instruction: *vital learning standards of previous school year*) if needed

#### 6<sup>th</sup> - 8<sup>th</sup> Grade Science

Monday-Friday

- Science Content (Current Texas Essential Knowledge and Skills- TEKS) and Accelerated Instruction (vital learning standards of previous school year)

- AM / PM Tutorials (AI Instruction: *vital learning standards of previous school year*) if needed
- Science is STAAR tested in 8th Grade and Biology EOC

#### 6<sup>th</sup> - 8<sup>th</sup> Grade Social Studies

Monday-Friday

- Social Studies Content (Current Texas Essential Knowledge and Skills- TEKS) and Accelerated Instruction (vital learning standards of previous school year)

- AM / PM Tutorials (AI Instruction: *vital learning standards of previous school year*) if needed
- Social Studies is STAAR tested in 8th Grade and 11th Grade U.S. History EOC

# 2021-22

## High School Instructional Program Overview (Vital learning standards of last year embedded in the current school year)

### End of Course Exams (EOC)

Left Side  
Accelerated Instruction

Right Side  
Accelerated Instruction



#### English Courses

Monday-Friday

• **English Content** (Current Texas Essential Knowledge and Skills- TEKS) and **Accelerated Instruction** (*vital learning standards of previous school year*)

- AM / PM Tutorials (AI Instruction: *vital learning standards of previous school year*) if needed
- English I and English II STAAR End of Course Exams are required for graduation

#### Math Courses

Monday-Friday

• **Math Content** (Current Texas Essential Knowledge and Skills- TEKS) and **Accelerated Instruction** (*vital learning standards of previous school year*)

- AM / PM Tutorials (AI Instruction: *vital learning standards of previous school year*) if needed
- Algebra I STAAR End of Course Exam is required for graduation

#### Science Courses

Monday-Friday

• **Science Content** (Current Texas Essential Knowledge and Skills- TEKS) and **Accelerated Instruction** (*vital learning standards of previous school year*)

- AM / PM Tutorials (AI Instruction: *vital learning standards of previous school year*) if needed
- Biology STAAR End of Course Exam is required for graduation

#### Social Studies Courses

Monday-Friday

• **Social Studies Content** (Current Texas Essential Knowledge and Skills- TEKS) and **Accelerated Instruction** (*vital learning standards of previous school year*)

- AM / PM Tutorials (AI Instruction: *vital learning standards of previous school year*) if needed
- 11th Grade U.S. History End of Course Exam is required for graduation

# Instructional Services

## Middle School Counseling Services to Support Student Learning

12 Guidance / Academic Counselors  
2 per middle school

The Middle Counselors provide EI guidance lessons, academic planning, career awareness presentations, EI school-wide contribution, safety and wellness presentations, school-wide motivation and awareness events, career/endorsement fair, school-wide character education-Project Wisdom. They also provide individual counseling sessions, group counseling sessions, crisis screening, referrals and counseling assessments.

Social Worker  
1 per school

The Social Workers provide McKinney Vento support to homeless students, community referrals and resources. They also provide supportive guidance, abuse and neglect screening, mental health screening and crisis intervention services. They will be actively involved in promoting the emotional intelligence school-wide contribution via guidance lessons and group sessions .

Family Treatment Program (FTP)  
clinician  
One per vertical team to serve middle schools and elementary schools

The FTP Clinicians provide mental health support, coordinate services with behavioral centers, and crisis intervention services to student in need. They manage caseloads and also provide critical follow-up services and re-entry support to students who have been hospitalized. They will continue to provide Wellness Mental Health workshops for students, parents,and staff.



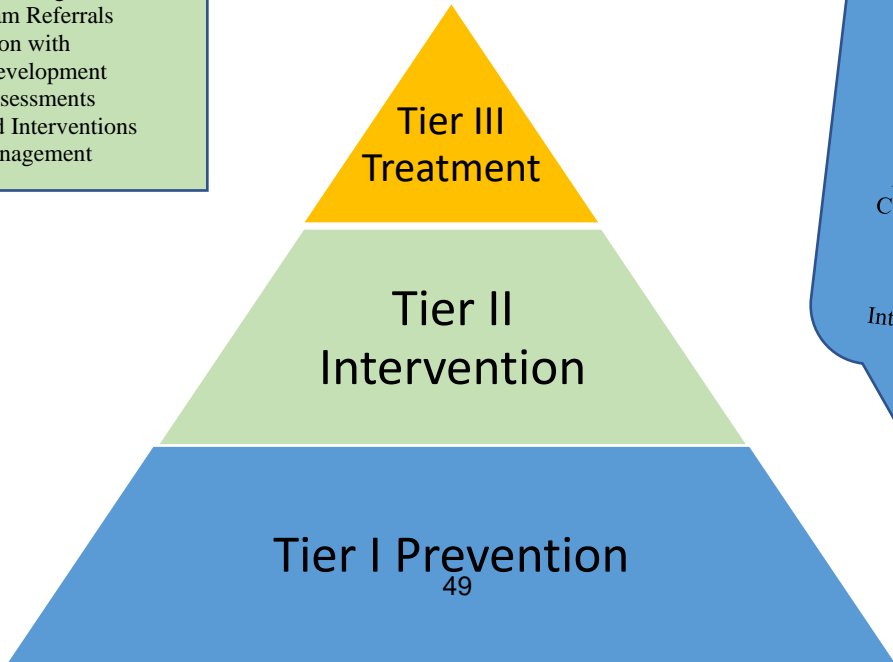
# EMOTIONAL INTELLIGENCE CONTRIBUTION FOR MIDDLE SCHOOL STUDENTS



**TIER III Support**  
**Family Treatment Program**  
**Clinicians, LPC/MSW, and**  
**Therapists**  
 Individual Counseling  
 Group Counseling  
 Mental Health Assessments  
 Community Psychiatric Services  
 Mental Health Agreements  
 Intensive Case Management  
 Mental Health Training  
 In-Patient Treatment

**TIER II Support**  
**Counselors/Social Workers**  
 Individual and Group Counseling  
 Crisis Screening  
 Special Program Referrals  
 Intervention with  
 Intentional Development  
 Behavior Assessments  
 Solution Focused Interventions  
 Conflict Management

**TIER I Support**  
**Counselors/Social**  
**Workers/Teachers**  
 Guidance Lessons  
 Career Awareness and  
 Safety Presentations  
 Schoolwide Emotional  
 Intelligence Events  
 Staff Development  
 Emotional Intelligence  
 Curriculum Embedded in  
 Instruction  
 Implementation of  
 Emotional  
 Intelligence Curriculum



# Instructional Services

## High School Counseling Services to Support Student Learning

19 Guidance / Academic Counselors  
15 Comp. HS, 1 AECHS, 2 Lamar, 1 I&G

Academic counselors provide individual planning support to all high school students. They work closely with students on graduation plans, credit requirements and endorsements. They provide crisis intervention services and closely monitor student academic progress. They also provide personal-social counseling and lessons that target emotional intelligence.

Social Worker  
1 per school

The Social Workers provide McKinney Vento support to homeless students, community referrals and resources. They also provide supportive guidance, abuse and neglect screening, mental health screening and crisis intervention services. They will be actively involved in promoting the emotional intelligence school-wide contribution via guidance lessons and group sessions.

Family Treatment Program (FTP)  
clinician  
One per vertical team to serve middle schools and elementary schools

The FTP Clinicians provide mental health support, coordinate services with behavioral centers, and crisis intervention services to student in need. They manage caseloads and also provide critical follow-up services and re-entry support to students who have been hospitalized. They also provide Wellness Mental Health workshops for students, parents, and staff.

5 ESSER Emotional Quotient  
Specialists  
(Student Needs/Specialist)  
One per high school  
(3 funded by Title IV, 2 funded by ESSER)

The Emotional Quotient Specialist works closely with 9th grade transition teachers and 10th grade PREP teachers, guidance counselors, and administrators to provide guidance, training, and support to the classroom teachers to enhance the emotional quotient in the lessons. The EQ Specialist provide school-wide Emotional Intelligence staff development opportunities for teachers and staff. They provide emotional intelligence seminars for students and parent information sessions.



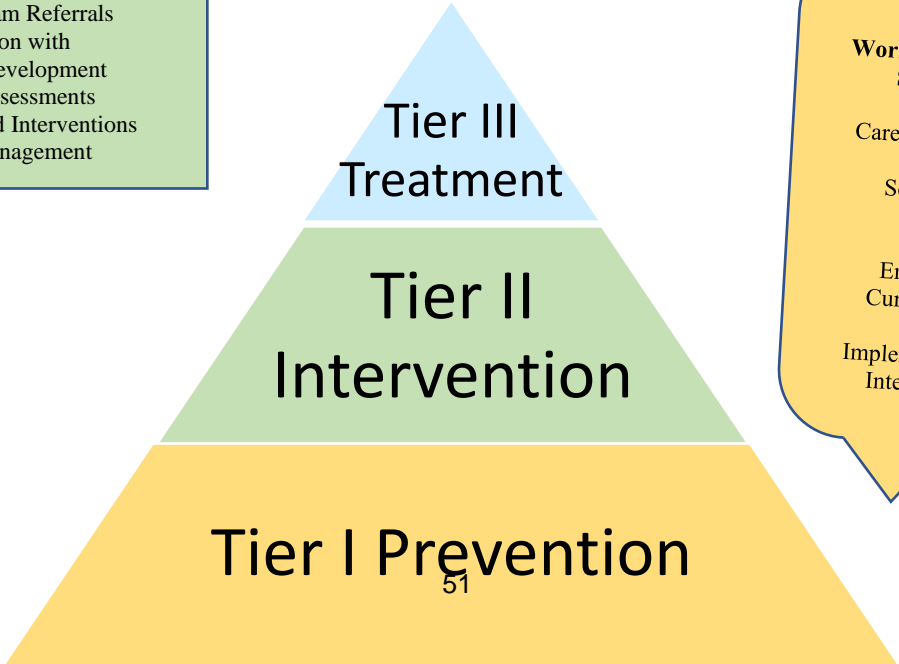
# EMOTIONAL INTELLIGENCE CONTRIBUTION FOR HIGH SCHOOL STUDENTS



**TIER III Support**  
**Family Treatment Program**  
**Clinicians, LPC/MSW, and**  
**Therapists**  
 Individual Counseling/Group  
 Counseling  
 Mental Health Assessments  
 Community Psychiatric Services  
 Mental Health Agreements  
 Intensive Case Management  
 Mental Health Training  
 In-Patient Treatment

**TIER II Support**  
**Counselors/Social Workers**  
 Individual and Group Counseling  
 Crisis Screening  
 Special Program Referrals  
 Intervention with  
 Intentional Development  
 Behavior Assessments  
 Solution Focused Interventions  
 Conflict Management

**TIER I Support**  
**Counselors/Social**  
**Workers/Emotional Quotient**  
**Specialists/Teachers**  
 Guidance Lessons  
 Career Awareness and Safety  
 Presentations  
 Schoolwide Emotional  
 Intelligence Events  
 Staff Development  
 Emotional Intelligence  
 Curriculum Embedded in  
 Instruction  
 Implementation of Emotional  
 Intelligence Curriculum



# Parental Option to Repeat a Grade Level or Course





August 16, 2021

Dear Parent(s):

McAllen ISD is looking forward to providing a top-quality, face-to-face educational experience for your child during the upcoming 2021-2022 school year. Due to the unforeseen circumstances surrounding the COVID-19 pandemic during the 2020-2021 school year, many students across the state took part in virtual instruction only. With this in mind, the state of Texas 87<sup>th</sup> Legislature enacted into law the opportunity for parents to choose to have their child repeat any grade level or course during the 2021-2022 school year (Kinder – High School). See [here](#) for more information. (This option will be available to students in grades 4 and above **only** for the 2021-2022 school year.)

While McAllen ISD prides itself on providing all students with the highest degree of educational excellence, we also recognize that some students may have experienced learning loss during the 2020-2021 school year when compared to attending school in person. Some students who struggled with foundational skills may benefit from repeating a grade level or course. If you feel your child may benefit from repeating a grade level or course, there are several factors to consider, including: your child's social and emotional development, readiness for grade level or course, as well as the impact repeating a grade level or course may have on your child. You can find research on how repeating a grade level or course may impact academic learning and social development [here](#).

Courses taken for High School credit will receive the original grades on the Transcript. Grades in any repeated courses will not be included in GPA calculations or Ranking, regardless of whether the original grade was passing or failing since credit for a course may not be applied toward graduation more than once. Students repeating a course for which a credit has been received will not be awarded an additional credit. Students requesting to repeat a High School course will receive instruction through online credit recovery lab (credit recovery) or by auditing the course (repeating a course for which credit has been received). EIC(Local) Academic Achievement Class Ranking excludes courses in any credit recovery distance learning program. Additionally, GPA is calculated using grades earned and credits attempted which would exclude audit courses.

Any parent who wished to have their child repeat a grade level or course must present notice to the campus Principal prior to the first day of instruction. Please complete this [form](#) and submit to the campus Principal so campuses may make appropriate plans for the 2021-2022 school year. It is important the any requests to repeat a grade level or course be presented timely so students can begin the school year in the grade level or course requested.

Questions regarding the parental option to repeat a grade level or course should be directed to the campus Principal.



16 de agosto de 2021

Queridos padres:

McAllen ISD espera poder brindar una experiencia educativa cara a cara de alta calidad para su hijo durante el próximo año escolar 2021-2022. Debido a las circunstancias imprevistas que rodearon la pandemia de COVID-19 durante el año escolar 2020-2021, muchos estudiantes en todo el estado participaron solo en la instrucción virtual. Con esto en mente, la Legislatura 87 ° del estado de Texas promulgó como ley la oportunidad para que los padres elijan que sus hijos repitan cualquier grado o curso durante el año escolar 2021-2022 (Kinder - High School). Consulte [aquí](#) para obtener más información. (Esta opción estará disponible para los estudiantes en los grados 4 y superiores solo para el año escolar 2021-2022).

McAllen ISD se enorgullece de brindar a todos los estudiantes el más alto grado de excelencia educativa, también reconocemos que algunos estudiantes pueden haber experimentado una pérdida de aprendizaje durante el año escolar 2020-2021 en comparación con asistir a la escuela en persona. Algunos estudiantes que tuvieron dificultades con las habilidades fundamentales pueden beneficiarse de la repetición de un nivel de grado o curso. Si cree que su hijo puede beneficiarse de la repetición de un nivel de grado o curso, hay varios factores a considerar, que incluyen: el desarrollo social y emocional de su hijo, la preparación para el nivel de grado o curso, así como el impacto que puede tener la repetición de un nivel de grado o curso en su hijo. Puede encontrar investigaciones sobre cómo la repetición de un nivel de grado o curso puede afectar el aprendizaje académico y el desarrollo social [aquí](#).

Los cursos tomados para obtener crédito de la escuela secundaria recibirán las calificaciones originales en el expediente académico. Las calificaciones en cualquier curso repetido no se incluirán en los cálculos de GPA o Clasificación, independientemente de si la calificación original fue aprobada o reprobada, ya que el crédito por un curso no se puede aplicar para la graduación más de una vez. Los estudiantes que repiten un curso por el cual se ha recibido un crédito no recibirán un crédito adicional. Los estudiantes que soliciten repetir un curso de la escuela secundaria recibirán instrucción a través del laboratorio de recuperación de créditos en línea (recuperación de créditos) o auditando el curso (repetiendo un curso por el cual se ha recibido crédito). La clasificación de clase de rendimiento académico de EIC (local) excluye cursos en cualquier programa de aprendizaje a distancia de recuperación de créditos. Además, el GPA se calcula utilizando las calificaciones obtenidas y los créditos intentados, lo que excluiría los cursos de auditoría.

Cualquier padre que desee que su hijo repita un nivel de grado o curso debe presentar un aviso al director de la escuela antes del primer día de instrucción. Complete este [formulario](#) y envíelo al director del campus para que los campus puedan hacer los planes adecuados para el año escolar 2021-2022. Es importante que cualquier solicitud para repetir un nivel de grado o curso se presente a tiempo para que los estudiantes puedan comenzar el año escolar en el nivel de grado o curso solicitado.

Las preguntas sobre la opción de los padres de repetir un nivel de grado o curso deben dirigirse al director de la escuela.

McAllen ISD  
Extended Student  
Absences Support



## McAllen ISD Extended Student Absences Support

Face-to-face students experiencing an extended absence due to quarantine, isolation, etc., will receive assignments from their teacher of record and assistance with staying on track from the **\*Student Support Liaison**. There is one Student Support Liaison housed at each campus.

### Student Support Liaison

- Maintains contact with students during an extended absence
- Serves as a connection between students and their teachers of record
- Monitors students' academic progress to ensure they maintain grade-level expectations
- Communicates daily with teachers of record regarding student progress
- Ensures student is equipped with all tools necessary to be successful during an extended absence

***Though the Student Support Liaison is dedicated to supporting those students in quarantine or isolation, students and their teachers of record are still encouraged to communicate daily to ensure students and families maintain academic success.***

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Norma Cabrera*  
Norma Cabrera (Aug 4, 2021 14:22 CDT)

**SUPERVISOR:** *Rosalba De Hoyos*

**SUBMITTED BY:** \_\_\_\_\_

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

57 *J. A. Gonzalez*  
**Superintendent of Schools**  
Aug 4, 2021










# Board Agenda Report College Scholarships 08.09.2021


Final Audit Report

2021-08-04


Created:	2021-08-04
By:	Mary Lopez(CO Inst Svcs) (mary.lopez2@mcallenisd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAACmjLz7Ox8kykiqtLZilkvil6e6_rTMe4

## "Board Agenda Report College Scholarships 08.09.2021" History

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Signature Date: 2021-08-04 - 10:04:12 PM GMT - Time Source: server- IP address: 198.96.22.251

 Agreement completed.

2021-08-04 - 10:04:12 PM GMT

# College Admissions, Financial Aid & Scholarships 2020-2021

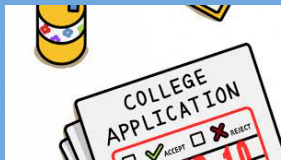




# College Admissions Applications Submitted



*(Applications to at least one college)*



Campus	2018-2019	2019-2020	2020-2021
McAllen High School	502/502 100%	429/487 87.70%	445/445 100%
Memorial High School	448/450 99.5%	412/415 99.28%	420/425 98.82%
Rowe High School	441/445 99%	401/406 98.77%	434/437 99.31%
Lamar IB	82/82 100%	120/120 100%	83/83 100%
Lamar Options	98/98 100%	110/111 99%	86/86 100%
Achieve Early College High School	108/108 100%	89/89 100%	128/128 100%



# Financial Aid Applications Submitted



Campus	2018-2019	2019-2020	2020-2021
McAllen High School	502/502 100%	347/487 70.29%	<b>445/445</b> <b>100%</b>
Memorial High School	446/450 99%	295/415 71.08%	<b>418/425</b> <b>98.35%</b>
Rowe High School	442/445 99%	393/406 96.80%	<b>426/437</b> <b>97.48%</b>
Lamar IB	82/82 100%	81/120 67.5%	<b>83/83</b> <b>100%</b>
Lamar Options	98/98 100%	42/111 38%	<b>86/86</b> <b>100%</b>
Achieve Early College High School	108/108 100%	89/89 100%	<b>128/128</b> <b>100%</b>

# Amounts by Organizations

Campus		2020-2021 Business & Foundations	2020-2021 Parent & School Organizations	2020-2021 Memorial	2020-2021 Community Organizations	2020-2021 Military Educational Funds	2020-2021 University & Colleges	2020-2021 Comp HS Total	2020-2021 IB Total	2020.2021 GRAND TOTAL
McAllen High School	Comp HS	\$76,600.00	\$31,675.00	\$7,950.00	\$23,750.00	\$584,000.00	\$9,938,950.00	\$10,662,925.00		<b>\$13,597,945</b>
	IB	\$1,000.00	\$1,000.00	\$2,000.00	\$2,500.00	0	\$2,926,520.00		\$2,935,020.00	
McAllen Memorial High School	Comp HS	\$4,000.00	\$9,000.00	\$6,500.00	\$26,750.00	\$240,000.00	\$7,099,248.00	\$7,385,498.00		<b>\$13,661,852.00</b>
	IB	0	\$800.00	\$2,000.00	0	0	\$6,233,554.00		\$6,276,354.00	
James "Nikki" Rowe High School	Comp HS	\$9,150.00	\$20,700.00	\$6,000.00	\$11,000.00	\$1,710,000.00	\$6,754,282.00	\$8,511,132.00		<b>\$12,644,121.00</b>
	IB	0	\$1,500.00	\$1,000.00	0	0	\$4,126,989.00		\$4,132,989.00	
Lamar Academy		0	\$3,200.00	\$8,000.00	\$11,700.00	0	\$62,452.00	\$85,352.00	N/A	<b>\$85,352.00</b>
Achieve Early College	N/A	\$5,000.00	\$1,100.00	\$2,500.00	\$12,250.00	\$863,000.00	\$3,989,434.00	\$4,873,284.00	N/A	<b>\$4,873,284.00</b>
<b>TOTAL</b>		\$95,750.00	\$68,975.00	\$35,950.00	\$87,950.00	\$3,397,000.00	\$41,025,429.00	\$31,518,191.00	\$13,344,363.00	<b>\$44,862,554.00</b>



	18-19 (\$14,488,360 from IB)	19-20 Comprehensive HS	19-20 IB	19-20 Total	20-21 Comprehensive HS	20-21 IB	20-21 Total
McAllen High School	<b>\$13,809,559.00</b>	\$7,382,870.00	\$6,996,268.00	<b>\$14,379,138.00</b>	\$10,662,925.00	\$2,935,020.00	<b>\$13,597,945.00</b>
McAllen Memorial High School	<b>\$15,564,566.00</b>	\$7,667,651.00	\$10,547,846.00	<b>\$18,215,497.00</b>	\$7,385,498.00	\$6,276,354.00	<b>\$13,661,852.00</b>
James "Nikki" Rowe High School	<b>\$13,264,041.00</b>	\$7,521,954.00	\$8,848,895.00	<b>\$16,370,849.00</b>	\$8,511,132.00	\$4,132,989.00	<b>\$12,644,121.00</b>
Lamar Academy	<b>\$1,071,005.00</b>	\$605,450.00	NA	<b>\$605,450.00</b>	\$85,352.00	NA	<b>\$85,352.00</b>
Achieve Early College	<b>\$7,066,764.00</b>	\$4,454,382.00	NA	<b>\$4,454,382.00</b>	\$4,873,284.00	N/A	<b>\$4,873,284.00</b>
<b>TOTAL</b>	<b>\$50,775,935.00</b>	<b>\$27,632,307.00</b>	<b>\$26,393,009.00</b> <sup>64</sup>	<b>\$54,025,316.00</b>	<b>\$31,518,191.00</b>	<b>\$13,344,363.00</b>	<b>\$44,862,554.00</b>



# High School End of Year Scholarship Amounts



<p><i>2010-11</i>  <b>\$15,735,262.00</b>  <i>End of Year Amount</i></p>	<p><i>2014-15</i>  <b>\$25,463,728.00</b>  <i>End of Year Amount</i></p>	<p><i>2018-19</i>  <b>\$50,733,937.00</b>  <i>End of Year Amount</i></p>
<p><i>2011-12</i>  <b>\$19,195,380.00</b>  <i>End of Year Amount</i></p>	<p><i>2015-16</i>  <b>\$36,643,313.00</b>  <i>End of Year Amount</i></p>	<p><i>2019-20</i>  <b>\$54,025,316.00</b>  <i>End of Year Amount</i></p>
<p><i>2012-13</i>  <b>\$23,059,769.00</b>  <i>End of Year Amount</i></p>	<p><i>2016-17</i>  <b>\$39,177,174.00</b>  <i>End of Year Amount</i></p>	<p><i>2020-2021</i>  <b>\$44,862,554.00</b>  <i>End of Year Amount</i></p>
<p><i>2013-14</i>  <b>\$24,993,214.00</b>  <i>End of Year Amount</i></p>	<p><i>2017-18</i>  <b>\$39,610,433.00</b>  <i>End of Year Amount</i></p>	

#DISTRICTOFCHAMPIONS

MCALLEN ISD

Any questions?

Thank you!

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Laura Williams*  
Laura Williams (Aug 4, 2021 17:20 CDT)

**SUPERVISOR:** *Arely*  
Arely Benavides (Aug 4, 2021 17:21 CDT)

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

*J. Alexander*

67 \_\_\_\_\_  
**Superintendent of Schools**



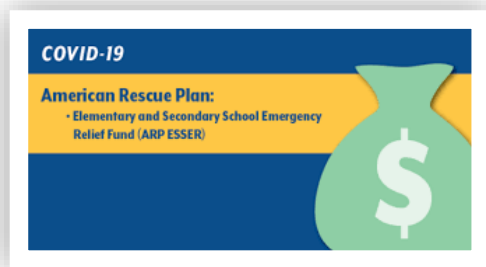
# MC<sup>T</sup>ALLEN ISD

# ESSER III

**Report Regarding ESSER II/III and TCLAS**

**Board Meeting  
August 9, 2021**

# Highlights of the ESSER II & III Grant



The American Rescue Plan was signed into law in March 2021 with \$122 billion in Elementary and Secondary School Emergency Relief (ESSER) funds for school districts across the country becoming the single largest investment in federal elementary and secondary education in the nation's history.

The Coronavirus Response & Relief Supplemental Appropriations Act (CRRSA – ESSER II) was signed into law on December 27, 2020, providing an additional \$54.3 billion in Elementary and Secondary School Emergency Relief fund (ESSER II Fund).

## Key Dates

- Pre-award March 13, 2020 – September 30, 2023, with a carryover to September 30, 2024 (ESSER III)
- Pre-award March 13, 2020 – September 30, 2023 (with a carryover) (ESSER II)
- ESSER III 2/3 application submitted Thursday, June 24, 2021. Notice of Grant Award (NOGA) was received Friday, July 16, 2021.
- Prior-Approval Requests Approved: Black Box Theaters, Kitchen Remodel, Marquee replacement, and HVAC
- Prior-Approval Requests Pending: Science & Technology Center and Staff Development Expansion
- ESSER II application submitted Thursday, July 29, 2021.
- ESSER III 1/3 is still pending release from TEA.

## Purpose of ESSER III

- To safely reopen and sustain the safe operation of schools.
- To address the impact the coronavirus pandemic has had on students.

## Public Input Effort

- McAllen ISD launched a comprehensive stakeholder engagement process to gather feedback on how to spend these additional federal dollars to address unfinished learning and COVID-19 recovery.

# ESSER II & III Master Plan

# ESSER Written Plans

<https://www.mcallenisd.org/page/esser-iii>

## ESSER III Information

[ESSER III Invitation to Public Comment](#)

The American Rescue Plan signed into law in March included \$122 billion in Elementary and Secondary School Emergency Relief (ESSER) funds for school districts across the country, which is the single largest investment in federal elementary and secondary education in the nation's history. McAllen ISD will apply to receive some of that additional funding.

McAllen ISD is launching a comprehensive stakeholder engagement process to help determine how it should potentially spend additional federal dollars to address unfinished learning and COVID-19 recovery.



EDICIÓN 4.0  
Wednesday, July 14, 2021  
Please complete the Return to Traditional School 2021-2022 survey. [Click here to complete the survey](#)

[RETURN TO TRADITIONAL SCHOOL 2021-2022](#)



EDICIÓN 4.0  
miércoles, 14 de julio de 2021  
Complete la encuesta Regreso a la escuela tradicional 2021-2022. [Haga clic aquí para completar la encuesta](#)

[REGRESO A ESCUELA TRADICIONAL 2021-2022](#)



[ESSER MASTER PLAN](#)

### Take this survey

All parents, district employees, students and community members are urged to [complete a survey](#) to help the district determine what to prioritize with the potential ESSER funds.

**TAKE THE SURVEY**



[ESSER PLAN MAESTRO](#)

### Completa esta encuesta

Se insta a todos los padres, empleados del distrito, estudiantes y miembros de la comunidad a completar una encuesta para ayudar al distrito a determinar qué priorizar con los posibles fondos de ESSER.

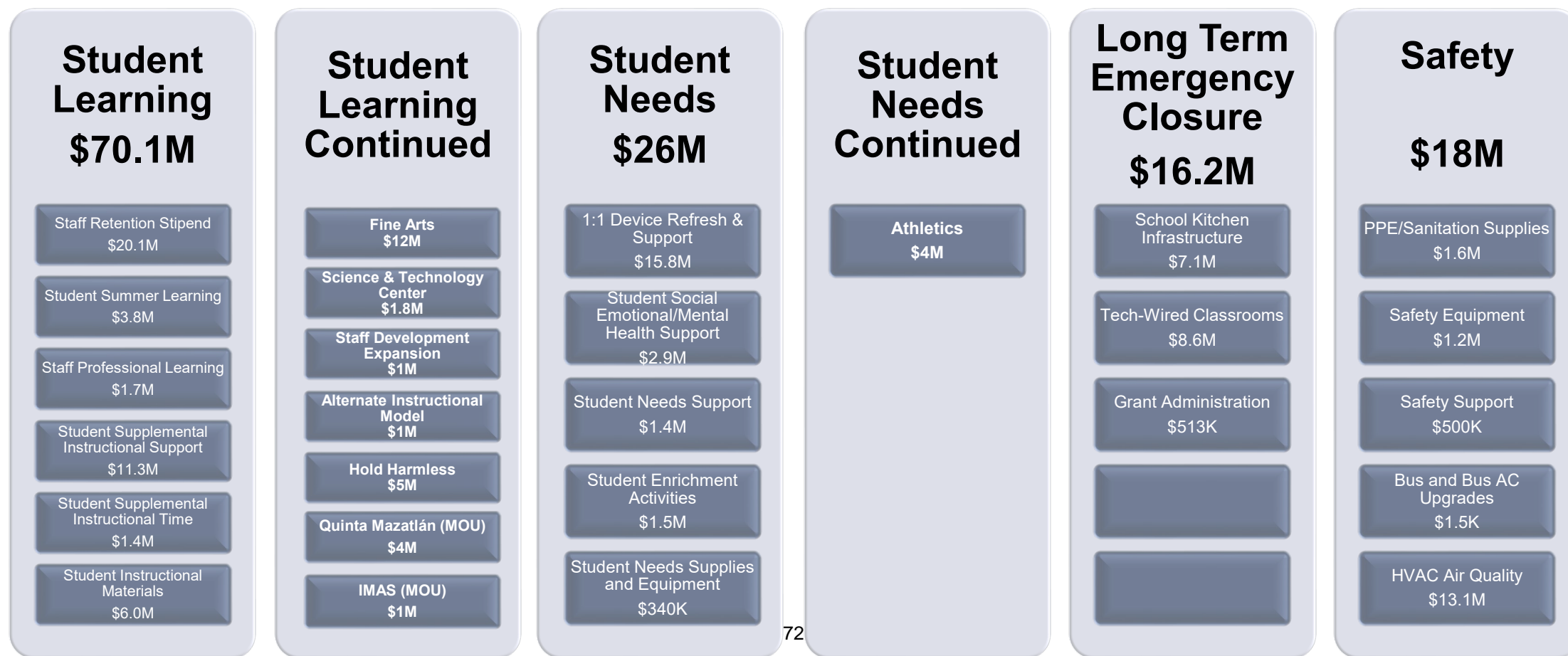
**COMPLETA ESTA ENCUESTA**

# ESSER II & III Proposed Allocations

ESSER III Allocation = \$90,262,706

As of August 4, 2021 4:26 pm

ESSER II Allocation = \$40,190,746 (less the hold harmless ~\$5M) = \$35,190,746



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# Site Based Decision Making Committee (SBDM)

- Utilization of SBDM for ESSER II & III guided discussions over the 20-21 academic year
- ESSER II & III allowances per campus
  - Explain the context and expected results
- Campus utilize CNA/CIP to compile a list of challenges or unique needs that maybe funded thru securing additional grant monies or reclassifying current grant funds

# TCLAS

## TCLAS provides districts access to:

**\$1.4 B**

in services and  
supports available to  
districts

**15**

TEA initiatives  
customized for  
learning acceleration

**1**






district application  
to access funding

## TCLAS - Texas COVID Learning Acceleration Supports

Texas COVID Learning Acceleration Supports (TCLAS) is a set of funding and targeted supports available to Local Education Agencies (LEAs) to accelerate student learning in the wake of COVID-19, utilizing state and federal funds.

# What is included in TCLAS?

## Learning Acceleration Funding and Support Areas

Strategic Planning	Instructional Materials	Teacher Pipelines	More Time	Innovative School Models
				
Strategic planning and performance management to prioritize, launch, and continuously improve learning acceleration strategies	Rigorous, high-quality instructional materials designed to make up ground and master grade level TEKS	Talent pipelines that support teachers to deliver excellence in the classroom, getting more than 1 year of growth in 1 year	More time for the students in most need, including expanding instructional time in the summer and with targeted tutoring	Innovative school models to incorporate all of the learning acceleration framework

Accelerated Learning Strategies				
Strategic Planning	Instructional Materials	Teacher Pipelines	More Time	Innovative School Models
Decision 1: LEA Accelerated Learning Strategic Planning	Decision 2: HQIM Core Approved Products	Decision 4: Teacher recruitment support	Decision 6: Tutoring Supports	Decision 9: P-TECH
<ul style="list-style-type: none"> <li>1a. LEA strategic planning and coaching (and additional cohort- and campus-based supports)</li> <li>1b. Funds for data fellow FTE</li> </ul>	<ul style="list-style-type: none"> <li>2a. Implementation Support, System-wide Professional Learning and Stipends</li> <li>2b. Print and physical materials</li> <li>2c. Literacy and math coaches</li> </ul>	<ul style="list-style-type: none"> <li>4a. Paraprofessional stipends for tuition, fees, living stipend</li> <li>4b. Stipends for HS Education and Training (E&amp;T) teachers</li> <li>4c. Implementation &amp; growth funds for E&amp;T programs</li> </ul>	<ul style="list-style-type: none"> <li>6a. Vetted Texas Tutor Corps (VTTC) Program Subsidy</li> </ul>	<ul style="list-style-type: none"> <li>9a. P-TECH Network Planning and Implementation</li> <li>9b. P-TECH Network Success</li> <li>9c. Dual Credit Faculty Expansion Grants</li> </ul>
	Decision 3: HQIM Supplemental Approved Products	Decision 5: Residency Program Support	Decision 7: School Day/Calendar Redesign	Decision 10: New School Models
	<ul style="list-style-type: none"> <li>3a. Licenses for approved Blended Learning Products</li> <li>3b. Progress Monitoring &amp; Intervention</li> <li>3c. Decodable Texts for Learning to Read</li> <li>3d. Dyslexia Intervention Tool</li> <li>3e. College Prep Course Support</li> </ul>	<ul style="list-style-type: none"> <li>5a. Teacher resident stipend(s)</li> <li>5b. Flexible funding for district implementation support</li> <li>5c. Innovative Staffing Design and Implementation Support</li> </ul>	<ul style="list-style-type: none"> <li>7a. Technical Assistance and Learning Community Support</li> <li>7b. Funding for AOSY Project Manager</li> <li>7c. Operational Funding for Academic Calendar Adjustments</li> </ul>	<ul style="list-style-type: none"> <li>10a. New School Model Planning and Implementation Support</li> <li>10b. Implementation support for in-flight new school models</li> </ul>
			Decision 8: Strong Summer Program	
			<ul style="list-style-type: none"> <li>8a. Technical Assistance and Learning Community Support</li> <li>8b. Fundline for AOSY</li> </ul>	

# TCLAS – Decision Points

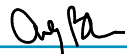
- Timeline -
  - Application opened 7/19/21
  - Submitted interest survey to TEA 7/20/21
  - Application closes 8/20/21
  - Prelim Award Notification 9/10/21
  - NOGA tentative date 12/1/21
- Allotment Estimation  
\$TBA
- Areas we will apply for:
  - HQIM Core Approved Products (2a – 2c)
  - HQIM Supplemental Approved Products (3b, 3c, & 3e)
  - Teacher Recruitment Support (4a)
  - Vetted Texas Tutor Corps Tutoring Supports (pending)

Thank you.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**   
Arely Benavides (Aug 4, 2021 17:13 CDT)

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



79 \_\_\_\_\_  
**Superintendent of Schools**

Report Regarding Intention to Apply for Texas COVID Learning Acceleration  
Supports (TCLAS) Fund Grant



Grant Name	Texas COVID Learning Acceleration Supports (TCLAS)
Term of Grant	Thru the 2023-2024 academic school year
Grant Amount	\$TBA
Grant Manager	Laura Williams
Purpose and Use of Funds	TCLAS is a set of targeted supports available to LEA's to accelerate student learning in the wake of COVID 19 utilizing funds from the state discretionary ESSER III allocations and general revenue appropriated in the 87 <sup>th</sup> Texas Legislature. This grant provides a strategic approach to accessing learning acceleration supports that meets the needs of the local LEA's.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Judith Escamilla*

**SUPERVISOR:** *Arely Benavides*  
Arely Benavides (Aug 4, 2021 17:43 CDT)

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

*J. Alexander*

81 \_\_\_\_\_  
**Superintendent of Schools**

Report Regarding Intention to Apply for Emergency Connectivity  
Fund Grant

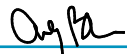


Grant Name	Emergency Connectivity Fund
Term of Grant	Eligible equipment and services between July 1, 2021 and June 30, 2022.
Grant Amount	\$TBA
Grant Manager	Judith Escamilla
Purpose and Use of Funds	The Department of Technology will be submitting eligible equipment and services.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**   
Arely Benavides (Aug 4, 2021 17:34 CDT)

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



83 \_\_\_\_\_  
**Superintendent of Schools**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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

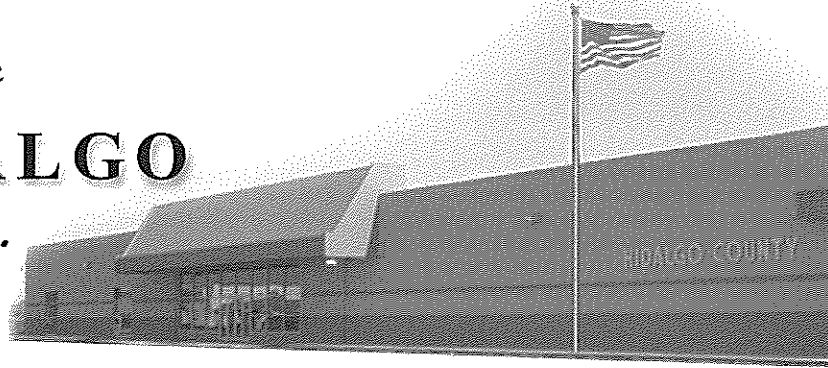


**84** \_\_\_\_\_  
**Superintendent of Schools**

Office of Tax Assessor-Collector

# COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



July 12, 2021

MCALLEN ISD  
CYNTHIA RICHARDS  
2000 NORTH 23RD  
MCALLEN, TX 78501

P.O. Box 178  
Edinburg, Texas 78540-0178  
Ph. (956) 318-2157  
Fax (956) 318-2733  
[www.hidalgocountytax.org](http://www.hidalgocountytax.org)

Re: 2021 MCALLEN ISD Anticipated Collection Rate  
And Excess 2020 Debt Tax Collections

Dear Mr/s. RICHARDS:

As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Rollback Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2020 to the governing body.

### Certification

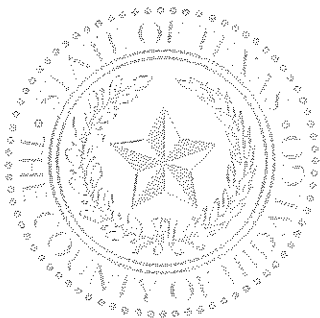
This is to certify that the Estimated Collection Rate for the year 2021 has been projected at the 100% rate.

Also, the 2020 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2020 Debt Service Report.

Sincerely,

Pablo (Paul) Villarreal Jr., PCC


Encl.



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



86 \_\_\_\_\_  
**Superintendent of Schools**

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
MCALLEN I.S.D. TAXES COLLECTED FOR:  
MAY 2021**

**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 2020/2021	COLLECTED 2019/2020
2020 TAX ROLL	88,388,374.05	85,589,492.23		567,419.99	3,366,301.81	96.22%	95.53%
2019 & PRIOR YRS ROLLBACK	7,532,806.64	2,324,376.99	(182,936.50)	(330,591.61)	4,694,901.54	33.11%	27.14%
	54,273.83	53,399.84		30,557.94	31,431.93	62.95%	69.24%
<b>TOTALS</b>	<b>95,975,454.52</b>	<b>87,967,269.06</b>	<b>(182,936.50)</b>	<b>267,386.32</b>	<b>8,092,635.28</b>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2021**

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	473,117.91	(12,913.39) CURRENT
CURRENT YEAR-P&I	50,989.84	
PRIOR YEARS-BASE TAX	90,697.78	(6,742.98) PRIOR
PRIOR YEARS-P&I	35,038.62	
ROLLBACK	20,442.00	- ROLLBACK
ROLLBACK P&I	1,808.90	
ATTORNEY FEES	31,289.25	- PURGED
<b>TOTAL COLLECTIONS</b>	<b>703,384.30</b>	<b>(19,656.37)</b>
LESS TRANSFERRED	462,234.04	
LESS IN TRANSIT	227,824.73	
LESS DUE TO HCAD COMM FEES	130.53	
LESS DUE TO CO TREASURER	13,195.00	
<b>BALANCE</b>	<b>0.00</b>	

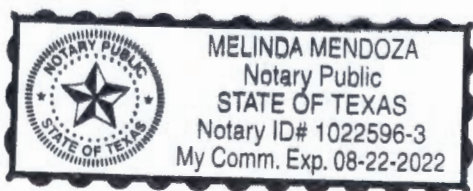
\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY IS CORRECT.

*Pablo Villarreal Jr.*  
\_\_\_\_\_  
ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JUNE 2021 A.D.


*Melinda Mendoza*  
\_\_\_\_\_  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



88 \_\_\_\_\_  
**Superintendent of Schools**

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
 MCALLEN I.S.D. TAXES COLLECTED FOR:  
 JUNE 2021

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 2020/2021	COLLECTED 2019/2020
2020 TAX ROLL	88,388,374.05	85,972,445.50		560,956.02	2,976,884.57	96.65%	96.45%
2019 & PRIOR YRS	7,532,806.64	2,434,089.29	(182,936.50)	(332,659.57)	4,583,121.28	34.69%	28.76%
ROLLBACK	54,273.83	53,399.84		49,804.81	50,678.80	51.31%	57.03%
TOTALS	95,975,454.52	88,459,934.63	(182,936.50)	278,101.26	7,610,684.65		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2021

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	382,953.27	(6,463.97) CURRENT
CURRENT YEAR-P&I	53,042.84	
PRIOR YEARS-BASE TAX	109,712.30	(2,067.96) PRIOR
PRIOR YEARS-P&I	49,951.35	
ROLLBACK	-	19,246.87 ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	27,051.69	- PURGED
TOTAL COLLECTIONS	622,711.45	10,714.94
LESS TRANSFERRED	344,639.27	
LESS IN TRANSIT	264,717.42	
LESS DUE TO HCAD COMM FEES	159.76	
LESS DUE TO CO TREASURER	13,195.00	
BALANCE	(0.00)	

\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

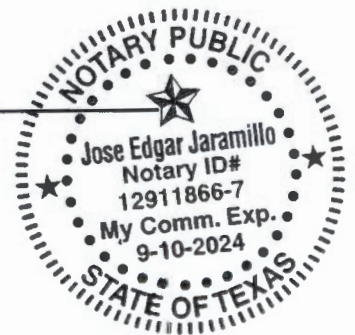
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JUNE IS CORRECT.

*Pablo (Paul) Villarreal Jr. JE*  
 \_\_\_\_\_  
 ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF JULY 2021 A.D.

*Jose E Jaramillo*  
 \_\_\_\_\_  
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Adel Felio*

**SUPERVISOR:** *Cynthia Medrano-Richards*

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

*J. Alexander*

90 \_\_\_\_\_  
**Superintendent of Schools**

**COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES  
FOR THE MONTH OF MAY 31, 2021**

	A APPROVED BUDGET 2019-20 04/30/20	B YTD ACTUAL 07/01/19 TO 05/31/20	C APPROVED BUDGET 2020-21 04/30/21	D YTD ACTUAL 07/01/20 TO 05/31/21	E DIFFERENCE C - D	F OUTSTANDING ENCUMBRANCES 06/01/21 TO 06/30/21	G YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	H BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
<b>REVENUES:</b>								
LOCAL AND INTERMEDIATE SOURCES	\$5,074,673	\$4,111,213	\$3,571,249	\$1,961,443	\$1,609,806		\$1,961,443	\$1,609,806
PROPERTY TAXES	80,312,155	78,313,822	79,823,682	80,776,350	(952,668)		80,776,350	(952,668)
STATE PROGRAM REVENUES	141,956,623	95,770,976	139,173,497	93,792,318	45,381,179		93,792,318	45,381,179
FEDERAL PROGRAM REVENUES	20,310,258	17,641,846	24,638,528	20,971,357	3,667,171		20,971,357	3,667,171
OTHER RESOURCES/NON-OPERATING REVENUES	6,005,396	5,632,108	6,578,298	6,528,185	50,113		6,528,185	50,113
<b>SUB TOTAL</b>	<u>\$253,659,105</u>	<u>\$201,469,965</u>	<u>\$253,785,254</u>	<u>\$204,029,653</u>	<u>\$49,755,601</u>		<u>\$204,029,653</u>	<u>\$49,755,601</u>
<b>EXPENDITURES:</b>								
11 INSTRUCTION	\$138,332,377	\$123,773,250	\$130,785,675	\$109,769,634	\$21,016,041	13,326,440.44	\$123,096,074	\$7,689,601
12 INST. RES. & MEDIA SERVICES	3,661,101	3,346,328	3,646,714	3,194,657	452,057	302,489	3,497,146	149,568
13 CURRICULUM DEV. & INST. STAFF DEV.	5,334,181	3,514,785	5,222,339	3,821,104	1,401,235	364,601	4,185,705	1,036,634
21 INST. LEADERSHIP	3,001,535	2,470,886	3,262,907	2,411,407	851,500	397,112	2,808,519	454,388
23 SCHOOL LEADERSHIP	13,634,135	12,486,786	13,969,962	12,262,771	1,707,191	1,167,208	13,429,979	539,983
31 GUID., COUNSELING & EVAL. SER.	10,228,086	8,892,482	9,986,682	8,274,889	1,711,793	1,289,269	9,564,158	422,524
32 SOCIAL WORK SERVICES	1,756,506	1,580,364	1,942,550	1,681,200	261,350	172,270	1,853,470	89,080
33 HEALTH SERVICES	3,155,116	2,901,067	3,241,358	2,582,690	658,668	323,079	2,905,769	335,589
34 STUDENT (PUPIL) TRANS.	5,695,623	4,408,538	5,369,675	3,229,833	2,139,842	483,384	3,713,217	1,656,458
35 FOOD SERVICES	19,523,672	15,140,206	22,878,277	18,109,983	4,768,294	1,704,496	19,814,480	3,063,797
36 CURRICULAR/EXTRACURRICULAR ACT.	10,000,089	8,224,104	9,180,083	6,382,213	2,797,870	994,975	7,377,188	1,802,895
41 GENERAL ADMINISTRATION	8,105,524	7,055,759	8,810,932	7,051,021	1,759,911	680,835	7,731,856	1,079,076
51 PLANT MAINT. & OPERATIONS	21,491,552	18,058,175	21,813,210	17,642,800	4,170,410	1,434,626	19,077,426	2,735,784
52 SECURITY AND MONITORING SERV.	5,133,519	4,124,896	5,047,043	3,751,616	1,295,427	481,350	4,232,966	814,077
53 DATA PROCESSING SERVICES	5,929,536	4,949,010	6,903,082	4,917,312	1,985,770	315,899	5,233,211	1,669,871
61 COMMUNITY SERVICES	43,278	33,964	55,307	41,855	13,452	123,809	165,664	(110,357)
71 DEBT SERVICE	5,186,568	2,869,367	7,078,590	4,996,383	2,082,207	0	4,996,383	2,082,207
81 FAC. ACQUISITION & CONST.	7,416,586	6,329,539	983,300	476,066	507,234	84,896	560,962	422,338
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	40,000	40,000	40,000	40,000	0	0	40,000	0
99 OTHER INTERGOVERNMENTAL CHARGES	857,439	851,955	907,579	906,015	1,564	1	906,016	1,563
00 OTHER USES/NON-OPERATING EXPENSES	5,161,741	5,120,206	2,959,330	\$1,049,475	1,909,855	0	1,049,475	1,909,855
<b>SUB TOTAL</b>	<u>\$273,688,164</u>	<u>\$236,171,667</u>	<u>\$264,084,595</u>	<u>\$212,592,923</u>	<u>\$51,491,672</u>	<u>\$23,646,740</u>	<u>\$236,239,663</u>	<u>\$27,844,932</u>
REVENUES OVER (UNDER) EXPENDITURES		(\$34,701,702)		(\$8,563,270)				
BEGINNING FUND BALANCE		98,070,422		97,700,231				
PRELIMINARY ENDING FUND BALANCE		<u>\$63,368,720</u>		<u>\$89,136,961</u>				
OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		\$83,408,833		\$103,042,102				



# Monthly Investment Report

PREPARED FOR MCALLEN ISD

MAY 31, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

92

WITH YOU. FOR YOU.

# Recovery...But With Hurdles

The US economy has continued to gain momentum in 2Q boosting confidence and expectations of a recovery. It still has hurdles however I manufacturing, housing, jobs and even cyberattacks.

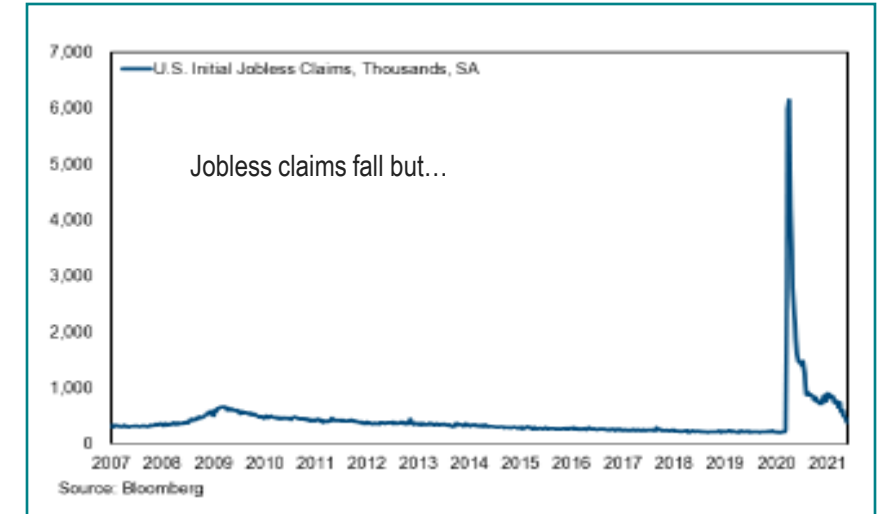
Manufacturing rose only slightly on new orders, but production actually fell and prices soared. Manufacturing faces two major hurdles: supply chain kinks and labor concerns. The delays in supply chains overall stand at a 16 year high as the global economy slowly re-opens. Since every product has gained from globalization and multiple suppliers re-starting and re-connecting those chains is a major effort. That will point to a longer-term rise in CPI. The Fed's latest Beige Book report contained a laundry list of complaints on labor shortages. One key area, metals and aluminum may be improving as the US-EU have agreed to "chart a path" to end their dispute and indeed bourbon and cycles will flow again!

Even with fading unemployment claims there still remains 5.8M unemployed. Why they stay unemployed is a key question. Is it competing stimulus checks, childcare, or health concerns? These types of concerns are not fixed by monetary policy – it has to be fiscal policy's role to a large degree. And it ripples. Teenagers are taking many more jobs which is a concern because schools note that they are dropping out to do so. Teenagers represented 78% of the latest job increase!

Housing represents 17.5% of GDP. It is a key component to recovery. Historically low interest rates have increased demand for homes and suburban homes as folks move out of the cities with remote work. However, supply chain woes have made commodity prices for lumber through copper and chips (in appliances) soar. Lumber is up 274% over the last 12 months with wildfires, tariffs and transport.

Cyberattacks have caused slowdowns and the US has labeled ransom-ware attacks as terrorist acts. The world's largest beef producer (JBS) and the US's largest gas pipeline (Colonial) both were victims this month causing delays and price increases.

All of these feed into a major concern on inflationary pressures.



# The 800 lb. Inflation Gorilla

Inflation is painfully apparent to anyone shopping or building right now. Prices are rising generally on increased demand, labor and commodity shortages and high transportation costs and is has been compounded by cyberattacks.

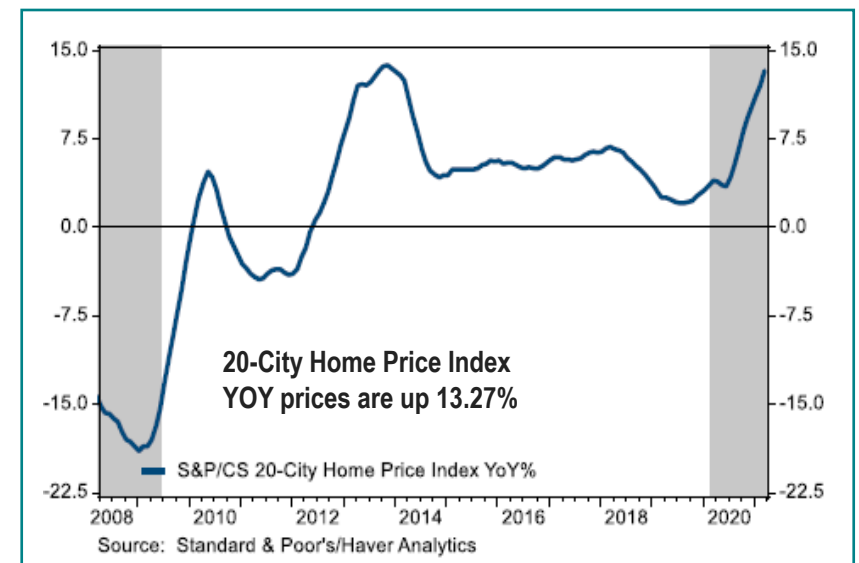
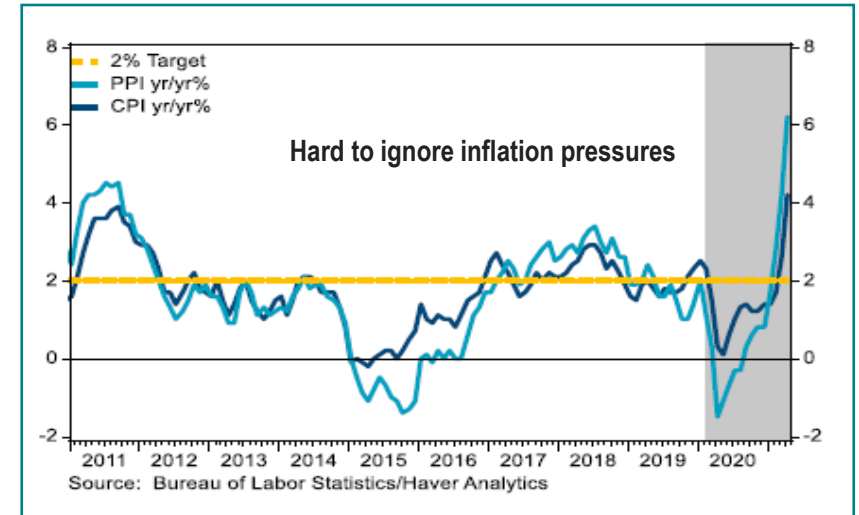
The Fed has termed this inflationary spike as “transitory” and largely fueled by supply chain problems. The Fed continues to be cautiously optimistic about the recovery and at the April meeting there was some discussion concerning scaling back the massive central bank’s bond purchases “at some point” because of progress toward the Committee’s employment goals.

The June meeting will give us more clues. The Fed has already released plans to begin a pullback of its accommodation actions but not by stopping bond purchases or raising interest rates. They have announced an end to corporate bond purchases specifically and announced they will sell off its exchange-traded fund investments and direct bond holdings totaling roughly \$14 billion over the next months. As Pres. Daly said ....“We’re talking about talking about tapering, and that is what you want out of us. You want to be long-viewed here” Indeed we do.

Other monetary aides that the Fed used last year have already expired including the credit facility for CP Funding, MMMF Liquidity facility, Primary Market Corp Credit Facility, Municipal Liquidity Facility and Term ABS Loan Facility. All of these actions are major conciliation to a recovering economy.

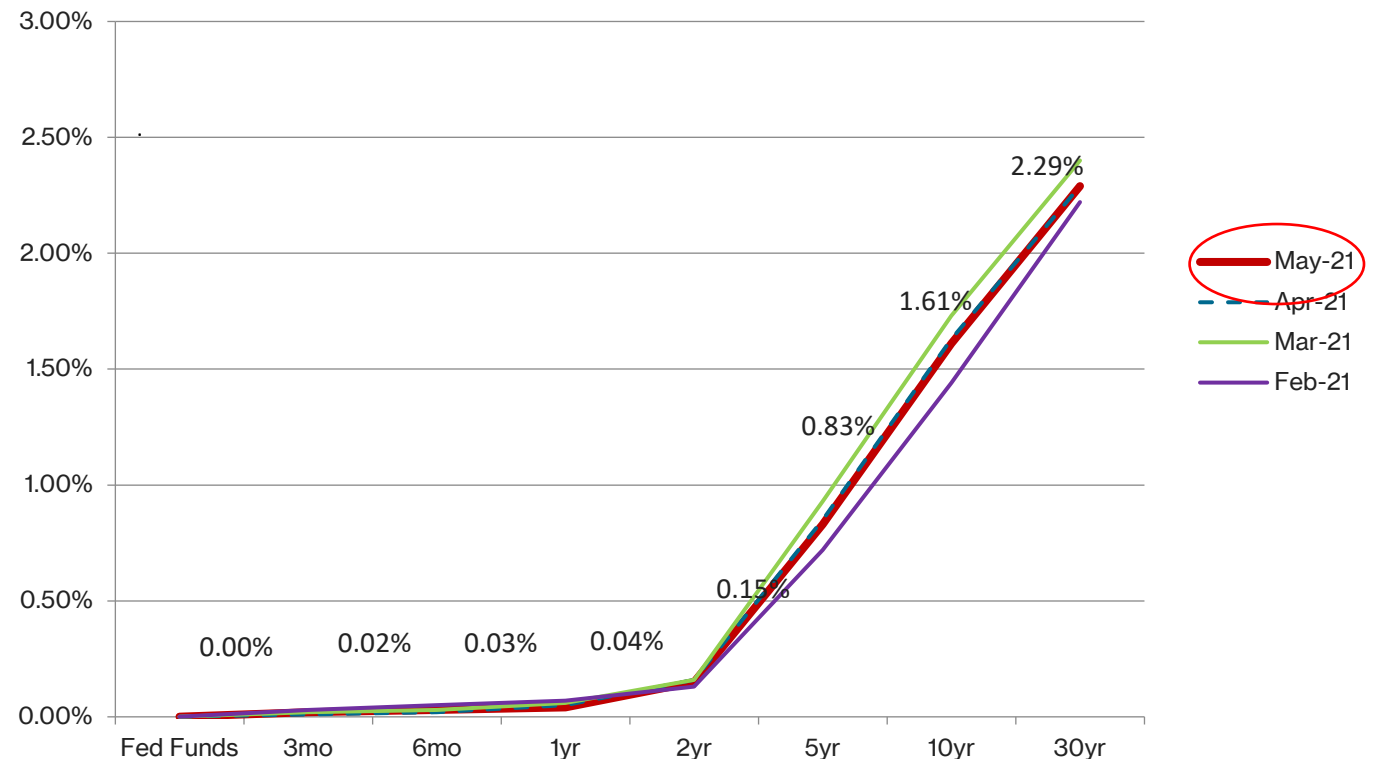
This does appear tied to the Administration’s that would allow the recovery to pace itself. The Administration and Congress remains undeterred to move towards more stimulus. Despite the \$5.7T under Trump and Biden – and amid rising inflation fears – we continue to move more onto the US balance sheet. The new budget seeks \$6T for 2022 with trillions going to infrastructure and education. Not that it isn’t needed but the debt accumulation has to be a concern.

Going forward, as federal stimulus slows, the economy and consumer spending will be reliant on more organic means such as job and income growth. While more sustainable, without artificial support, spending activity is likely to stabilize at a somewhat lower-level controlling inflation on its own. That slowing may encourage those pushing for more stimulus and disappointing those looking for a never-ending boom. Only time will tell.



# A Stationary Curve

- The curve remains cemented while reacting to its major concerns: Covid, inflation, stimulus programs progress, and the speed of the improving US economy
- Inflation concerns as stimulus trillions work into the economy is a major concern as inflation would raise rates.
- Short end investors remain liquid or short until some definitive signs appear.
- The various Covid vaccines have been a major boost to confidence, but a more robust economic recovery may require several more months.
- A shortage of workers is holding back the re-opening of the economy.



End of Month Rates - Full Yield Curve - Fed Funds to 30yr

*McAllen Independent School District*  
 Monthly Investment Report  
 May 1, 2021 – May 31, 2021

**Portfolio Summary Management Report**

This report and investment portfolio of the District is in compliance with the District investment strategy as expressed in the District's investment policy and relevant provisions of the Government Code, Chapter 2256, the Public Funds Investment Act.

<u>Portfolio as of 04/30/21:</u>		<u>Portfolio as of 05/31/21:</u>	
Beginning Book Value	\$ 149,118,978	Ending Book Value	\$ 145,253,587
Beginning Market Value	\$ 149,141,839	Ending Market Value	\$ 145,269,409
		Unrealized Gain/Loss	\$ 15,822
WAM at Beginning Period Date <sup>1</sup>	39 days	WAM at Ending Period Date <sup>1</sup>	48 days
<i>(Decrease in market value is due to seasonal cash outflows)</i>		Change in Market Value <sup>2</sup>	\$ (3,872,430)
<b>Average Yield to Maturity for period</b>		<b>0.144%</b>	
<b>Average Yield 180-Day Treasury Bill for period</b>		<b>0.040%</b>	

*Cynthia Medrano-Richards*

Cynthia Medrano-Richards, Asst. Superintendent for Bus. Operations  
 McAllen ISD

*Iris Luna*

Iris Luna, Director of Accounting  
 McAllen ISD

*Dyanira Diaz*

Dyanira Diaz, Coordinator for Accounting  
 McAllen ISD

*Adelita Felix*

Adelita Felix, CFO  
 McAllen ISD

<sup>1</sup> WAM – weighted average maturity

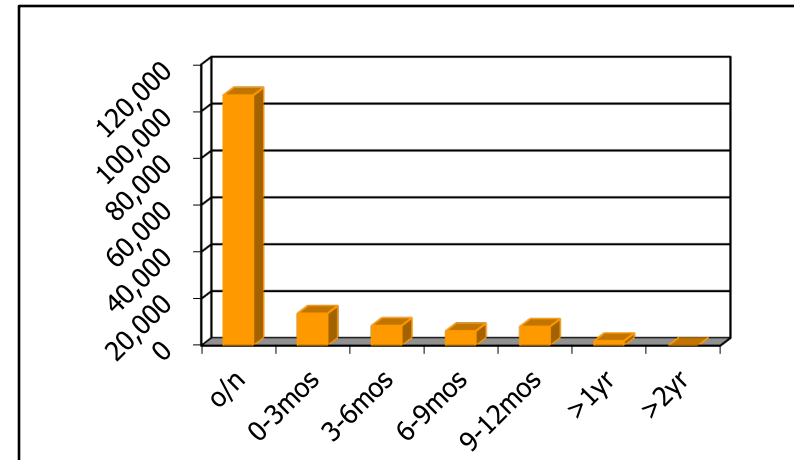
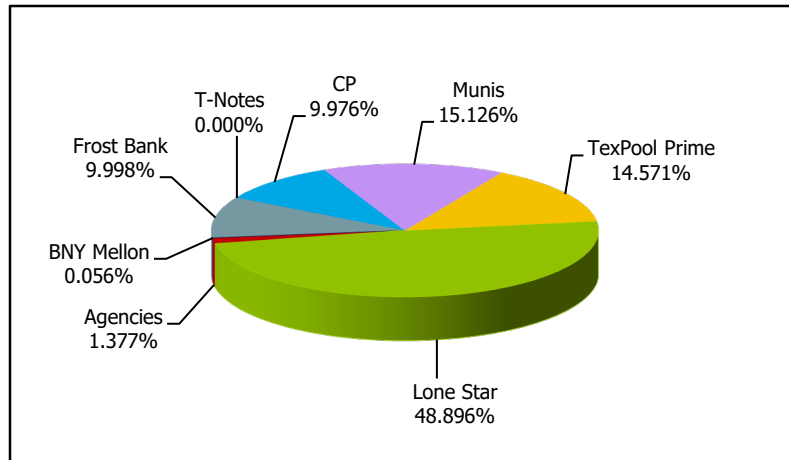
<sup>2</sup> “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month. *Patterson & Associates* has assisted in the preparation of this consolidated investment report, with additional input provided by McAllen ISD.

# Your Portfolio

As of May 31, 2021



- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. These are unusual times and where extensions can be made it is important to make them to find any available safe value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Liquidity has been reduced to little or no value but with a flat short curve it may be the only sector available out to twelve months without the use of CP. Our expectation is of continuing dismally low rates, but we look for value in your authorized sectors to capture the yield available as markets change.
- The non-cash portion of your portfolio is yielding 0.42%.



**McAllen ISD**  
**Portfolio Management**  
**Portfolio Summary**  
**May 31, 2021**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
BNY Mellon	80,718.24	80,718.24	80,718.24	0.06	1	1	0.000
Frost Bank	14,522,303.36	14,522,303.36	14,522,303.36	10.00	1	1	0.010
Commercial Paper Disc. -Amortizing	14,500,000.00	14,491,113.61	14,491,113.61	9.98	178	100	0.237
Federal Agency Coupon Securities	2,000,000.00	2,000,185.08	1,999,789.92	1.38	727	415	0.258
Municipal Bonds	21,845,000.00	21,986,244.95	21,970,818.66	15.13	393	207	0.561
Texpool/Texpool Prime	21,165,489.32	21,165,489.32	21,165,489.32	14.57	1	1	0.044
Lone Star	71,023,354.27	71,023,354.27	71,023,354.27	48.90	1	1	0.050
	<b>145,136,865.19</b>	<b>145,269,408.83</b>	<b>145,253,587.38</b>	<b>100.00%</b>	<b>88</b>	<b>48</b>	<b>0.144</b>

<b>Total Earnings</b>	<b>May 31</b>	<b>Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year		18,960.85	323,036.62

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of McAllen ISD of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.



Jul 19, 2021

Adelita Felix, Chief Financial Officer

**McAllen ISD  
Summary by Type  
May 31, 2021  
Grouped by Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Activity Fund</b>						
Frost Bank	1	1,523,876.26	1,523,876.26	1.05	0.010	1
<b>Subtotal</b>	<b>1</b>	<b>1,523,876.26</b>	<b>1,523,876.26</b>	<b>1.05</b>	<b>0.010</b>	<b>1</b>
<b>Fund: Clearing Fund</b>						
Frost Bank	1	5,169,106.65	5,169,106.65	3.56	0.010	1
<b>Subtotal</b>	<b>1</b>	<b>5,169,106.65</b>	<b>5,169,106.65</b>	<b>3.56</b>	<b>0.010</b>	<b>1</b>
<b>Fund: Capital Projects Fund</b>						
Commercial Paper Disc. -Amortizing	1	3,000,000.00	2,997,450.00	2.06	0.203	153
Frost Bank	2	1,066,256.95	1,066,256.95	0.73	0.010	1
Lone Star	4	19,279,967.35	19,279,967.35	13.27	0.044	1
Municipal Bonds	1	2,310,000.00	2,313,544.69	1.59	1.020	14
<b>Subtotal</b>	<b>8</b>	<b>25,656,224.30</b>	<b>25,657,218.99</b>	<b>17.65</b>	<b>0.149</b>	<b>20</b>
<b>Fund: Debt Service Fund</b>						
Frost Bank	1	6,022.97	6,022.97	0.00	0.010	1
Lone Star	2	2,477,440.46	2,477,440.46	1.71	0.046	1
<b>Subtotal</b>	<b>3</b>	<b>2,483,463.43</b>	<b>2,483,463.43</b>	<b>1.71</b>	<b>0.046</b>	<b>1</b>
<b>Fund: General Fund</b>						
Municipal Bonds	8	12,455,000.00	12,550,371.33	8.64	0.494	239
Commercial Paper Disc. -Amortizing	4	9,500,000.00	9,494,724.16	6.54	0.248	87
Frost Bank	1	6,045,392.94	6,045,392.94	4.16	0.010	1
Lone Star	3	41,950,898.28	41,950,898.28	28.88	0.053	1
Texpool/Texpool Prime	2	21,165,489.32	21,165,489.32	14.57	0.044	1
<b>Subtotal</b>	<b>18</b>	<b>91,116,780.54</b>	<b>91,206,876.03</b>	<b>62.79</b>	<b>0.129</b>	<b>43</b>
<b>Fund: Plan 457 Fund</b>						
Frost Bank	1	13,546.23	13,546.23	0.01	0.010	1

**McAllen ISD  
Summary by Type  
May 31, 2021  
Grouped by Fund**

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Subtotal</b>	<b>1</b>	<b>13,546.23</b>	<b>13,546.23</b>	<b>0.01</b>	<b>0.010</b>	<b>1</b>
<b>Fund: Proprietary Fund</b>						
Frost Bank	1	698,101.36	698,101.36	0.48	0.010	1
Lone Star	2	7,315,048.18	7,315,048.18	5.04	0.052	1
<b>Subtotal</b>	<b>3</b>	<b>8,013,149.54</b>	<b>8,013,149.54</b>	<b>5.52</b>	<b>0.048</b>	<b>1</b>
<b>Fund: QSCB - Reserve Fund</b>						
Commercial Paper Disc. -Amortizing	1	2,000,000.00	1,998,939.45	1.38	0.233	83
BNY Mellon	1	80,718.24	80,718.24	0.06	0.000	1
Municipal Bonds	3	7,080,000.00	7,106,902.64	4.89	0.530	214
Federal Agency Coupon Securities	1	2,000,000.00	1,999,789.92	1.38	0.258	415
<b>Subtotal</b>	<b>6</b>	<b>11,160,718.24</b>	<b>11,186,350.25</b>	<b>7.71</b>	<b>0.424</b>	<b>225</b>
<b>Fund: QSCB - Debt Service</b>						
BNY Mellon	1	0.00	0.00	0.00	0.000	0
<b>Subtotal</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.000</b>	<b>0</b>
<b>Total and Average</b>	<b>42</b>	<b>145,136,865.19</b>	<b>145,253,587.38</b>	<b>100.00</b>	<b>0.144</b>	<b>48</b>

**McAllen ISD  
Fund ACT - Activity Fund  
Investments by Fund  
May 31, 2021**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999915	10020	Frost Bank Public Checking	07/01/2020	1,523,876.26	1,523,876.26	1,523,876.26	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>1,523,876.26</b>	<b>1,523,876.26</b>	<b>1,523,876.26</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>1,523,876.26</b>	<b>1,523,876.26</b>	<b>1,523,876.26</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>

**Fund CLEAR - Clearing Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999914	10019	Frost Bank Public Checking	07/01/2020	5,169,106.65	5,169,106.65	5,169,106.65	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>5,169,106.65</b>	<b>5,169,106.65</b>	<b>5,169,106.65</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>5,169,106.65</b>	<b>5,169,106.65</b>	<b>5,169,106.65</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>

**Fund CP - Capital Projects Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Frost Bank</b>											
999922	10103	Frost Bank Public Checking	07/01/2020	516,312.50	516,312.50	516,312.50	0.010	0.009	0.010		1
SYS10109	10109	Frost Bank Public Checking	07/01/2020	549,944.45	549,944.45	549,944.45	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>1,066,256.95</b>	<b>1,066,256.95</b>	<b>1,066,256.95</b>		<b>0.010</b>	<b>0.010</b>		<b>1</b>
<b>Commercial Paper Disc. -Amortizing</b>											
02088WY12	10136	Alpine Sec LLC CP	05/05/2021	2,997,450.00	3,000,000.00	2,997,450.00	0.200	0.200	0.202	11/01/2021	153
<b>Subtotal and Average</b>				<b>2,997,450.00</b>	<b>3,000,000.00</b>	<b>2,997,450.00</b>		<b>0.200</b>	<b>0.203</b>		<b>153</b>
<b>Municipal Bonds</b>											
95639PBF9	10116	West Virginia State Eco Dev	04/28/2020	2,313,544.69	2,310,000.00	2,313,811.50	5.000	1.006	1.020	06/15/2021	14
<b>Subtotal and Average</b>				<b>2,313,544.69</b>	<b>2,310,000.00</b>	<b>2,313,811.50</b>		<b>1.006</b>	<b>1.020</b>		<b>14</b>
<b>Lone Star</b>											
108906G	10101	Lone Star Corporate Overnight	12/18/2019	1,852,904.58	1,852,904.58	1,852,904.58	0.080	0.078	0.080		1
108906I	10108	Lone Star Corporate Overnight	02/21/2020	7,439,585.56	7,439,585.56	7,439,585.56	0.080	0.078	0.080		1
108906H	10102	Lone Star Government ON	12/18/2019	2,252,468.46	2,252,468.46	2,252,468.46	0.010	0.009	0.010		1
108906J	10113	Lone Star Government ON	03/12/2020	7,735,008.75	7,735,008.75	7,735,008.75	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>19,279,967.35</b>	<b>19,279,967.35</b>	<b>19,279,967.35</b>		<b>0.043</b>	<b>0.044</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>25,657,218.99</b>	<b>25,656,224.30</b>	<b>25,657,485.80</b>		<b>0.147</b>	<b>0.149</b>		<b>19</b>

**Fund DS - Debt Service Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999918	10023	Frost Bank Public Checking	07/01/2020	6,022.97	6,022.97	6,022.97	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>6,022.97</b>	<b>6,022.97</b>	<b>6,022.97</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Lone Star</b>										
108906B	10032	Lone Star Corporate Overnight	10/22/2015	1,264,421.13	1,264,421.13	1,264,421.13	0.080	0.078	0.080	1
108906C	10089	Lone Star Government ON	08/05/2019	1,213,019.33	1,213,019.33	1,213,019.33	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>2,477,440.46</b>	<b>2,477,440.46</b>	<b>2,477,440.46</b>		<b>0.045</b>	<b>0.046</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>2,483,463.43</b>	<b>2,483,463.43</b>	<b>2,483,463.43</b>		<b>0.045</b>	<b>0.046</b>	<b>1</b>

**Fund GEN - General Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Frost Bank</b>											
999917	10022	Frost Bank Public Checking	07/01/2020	6,045,392.94	6,045,392.94	6,045,392.94	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>6,045,392.94</b>	<b>6,045,392.94</b>	<b>6,045,392.94</b>		<b>0.010</b>	<b>0.010</b>		<b>1</b>
<b>Commercial Paper Disc. -Amortizing</b>											
02088WY12	10135	Alpine Sec LLC CP	05/05/2021	1,998,300.00	2,000,000.00	1,998,300.00		0.200	0.202	11/01/2021	153
05970RVP7	10130	Banco Santander CP	03/02/2021	2,998,409.17	3,000,000.00	2,998,409.17		0.230	0.233	08/23/2021	83
06742VR94	10129	Barclays Bank CP	12/11/2020	1,499,900.00	1,500,000.00	1,499,900.00		0.300	0.304	06/09/2021	8
05990CVT8	10132	Banco Credito MIA CP	03/02/2021	2,998,114.99	3,000,000.00	2,998,114.99		0.260	0.263	08/27/2021	87
<b>Subtotal and Average</b>				<b>9,494,724.16</b>	<b>9,500,000.00</b>	<b>9,494,724.16</b>		<b>0.245</b>	<b>0.248</b>		<b>87</b>
<b>Municipal Bonds</b>											
010609FV2	10127	Alabama St Public Sch&Clg Auth	11/04/2020	1,000,000.00	1,000,000.00	1,000,370.00	0.253	0.249	0.253	09/01/2021	92
116083VZ6	10137	Brownsburg IN 1999 School Bldg	05/13/2021	1,004,303.20	1,000,000.00	1,004,280.00	1.500	0.992	1.006	05/13/2022	346
13017YAX7	10133	CA State Education Notes	03/26/2021	1,500,000.00	1,500,000.00	1,500,945.00	0.250	0.246	0.250	12/30/2021	212
186523DZ6	10128	Cleveland TN	11/10/2020	1,197,062.93	1,170,000.00	1,197,998.10	5.000	0.356	0.361	12/01/2021	183
476637AM5	10138	Jersey City NJ Redeve Agy	05/26/2021	2,943,746.30	2,910,000.00	2,943,930.60	1.500	0.315	0.320	05/26/2022	359
64971WJ35	10123	NYC Trans Finance Auth	10/13/2020	2,527,381.72	2,500,000.00	2,531,275.00	1.650	0.443	0.449	05/01/2022	334
720424D31	10126	Pierce County WA SD	11/02/2020	500,000.00	500,000.00	500,570.00	0.279	0.275	0.278	12/01/2021	183
95639PBF9	10117	West Virginia State Eco Dev	04/28/2020	1,877,877.18	1,875,000.00	1,878,093.75	5.000	1.006	1.020	06/15/2021	14
<b>Subtotal and Average</b>				<b>12,550,371.33</b>	<b>12,455,000.00</b>	<b>12,557,462.45</b>		<b>0.488</b>	<b>0.494</b>		<b>238</b>
<b>Texpool/Texpool Prime</b>											
999921	10092	Texpool	08/05/2019	10,560,071.78	10,560,071.78	10,560,071.78	0.010	0.010	0.010		1
999920	10034	Texpool Prime	11/03/2015	10,605,417.54	10,605,417.54	10,605,417.54	0.078	0.076	0.077		1
<b>Subtotal and Average</b>				<b>21,165,489.32</b>	<b>21,165,489.32</b>	<b>21,165,489.32</b>		<b>0.043</b>	<b>0.044</b>		<b>1</b>
<b>Lone Star</b>											
108906F	10099	Lone Star Corporate Overnight+	11/18/2019	0.00	0.00	0.00					1
108906	10003	Lone Star Corporate Overnight	11/01/2014	26,001,401.15	26,001,401.15	26,001,401.15	0.080	0.078	0.080		1
108906D	10090	Lone Star Government ON	08/05/2019	15,949,497.13	15,949,497.13	15,949,497.13	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>41,950,898.28</b>	<b>41,950,898.28</b>	<b>41,950,898.28</b>		<b>0.053</b>	<b>0.053</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>91,206,876.03</b>	<b>91,116,780.54</b>	<b>91,213,967.15</b>		<b>0.128</b>	<b>0.129</b>		<b>42</b>

**Fund PLAN457 - Plan 457 Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999916	10021	Frost Bank Public Checking	07/01/2020	13,546.23	13,546.23	13,546.23	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>13,546.23</b>	<b>13,546.23</b>	<b>13,546.23</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>13,546.23</b>	<b>13,546.23</b>	<b>13,546.23</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>

**Fund PROP - Proprietary Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999919	10024	Frost Bank Public Checking	07/01/2020	698,101.36	698,101.36	698,101.36	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>698,101.36</b>	<b>698,101.36</b>	<b>698,101.36</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Lone Star</b>										
108906A	10025	Lone Star Corporate Overnight	08/05/2015	4,347,789.17	4,347,789.17	4,347,789.17	0.080	0.078	0.080	1
108906E	10091	Lone Star Government ON	08/05/2019	2,967,259.01	2,967,259.01	2,967,259.01	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>7,315,048.18</b>	<b>7,315,048.18</b>	<b>7,315,048.18</b>		<b>0.051</b>	<b>0.052</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>8,013,149.54</b>	<b>8,013,149.54</b>	<b>8,013,149.54</b>		<b>0.047</b>	<b>0.048</b>	<b>1</b>

**Fund QSCB - QSCB - Reserve Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>BNY Mellon</b>											
882521	10014	BNY Mellon - Cash	07/01/2020	80,718.24	80,718.24	80,718.24					1
<b>Subtotal and Average</b>				<b>80,718.24</b>	<b>80,718.24</b>	<b>80,718.24</b>		<b>0.000</b>	<b>0.000</b>		<b>1</b>
<b>Commercial Paper Disc. -Amortizing</b>											
05970RVP7	10131	Banco Santander CP	03/02/2021	1,998,939.45	2,000,000.00	1,998,939.45	0.230	0.230	0.233	08/23/2021	83
<b>Subtotal and Average</b>				<b>1,998,939.45</b>	<b>2,000,000.00</b>	<b>1,998,939.45</b>		<b>0.230</b>	<b>0.233</b>		<b>83</b>
<b>Federal Agency Coupon Securities</b>											
3133ELW67	10122	FFCB Call Note	07/24/2020	1,999,789.92	2,000,000.00	2,000,185.08	0.220	0.254	0.257	07/21/2022	415
<b>Subtotal and Average</b>				<b>1,999,789.92</b>	<b>2,000,000.00</b>	<b>2,000,185.08</b>		<b>0.254</b>	<b>0.258</b>		<b>415</b>
<b>Municipal Bonds</b>											
13017YAX7	10134	CA State Education Notes	03/26/2021	3,000,000.00	3,000,000.00	3,001,890.00	0.250	0.246	0.250	12/30/2021	212
476637AM5	10139	Jersey City NJ Redev Agy	05/26/2021	1,608,438.70	1,590,000.00	1,608,539.40	1.500	0.315	0.320	05/26/2022	359
796815ZF8	10119	San Bernardino County CA	05/27/2020	2,498,463.94	2,490,000.00	2,504,541.60	2.030	0.986	1.000	10/01/2021	122
<b>Subtotal and Average</b>				<b>7,106,902.64</b>	<b>7,080,000.00</b>	<b>7,114,971.00</b>		<b>0.522</b>	<b>0.530</b>		<b>213</b>
<b>Total Investments and Average</b>				<b>11,186,350.25</b>	<b>11,160,718.24</b>	<b>11,194,813.77</b>		<b>0.419</b>	<b>0.424</b>		<b>224</b>

**Fund QSCBDS - QSCB - Debt Service  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>BNY Mellon</b>										
882520	10040	BNY Mellon - Cash	07/01/2020	0.00	0.00	0.00				1
<b>Subtotal and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>
<b>Total Investments and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>

**McAllen ISD  
Cash Reconciliation Report  
For the Period May 1, 2021 - May 31, 2021  
Grouped by Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
<b>Capital Projects Fund</b>											
05/05/2021	10136	CP	Purchase	02088WY12	3,000,000.00	ALPINE 3.0M 0.20% Mat.	11/01/2021	-2,997,000.00	0.00	0.00	-2,997,000.00
<b>Subtotal</b>								<b>-2,997,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,997,000.00</b>
<b>General Fund</b>											
05/01/2021	10123	GEN	Interest	64971WJ35	2,500,000.00	NYTRAN 2.5M 1.65% Mat.	05/01/2022	0.00	20,625.00	0.00	20,625.00
05/05/2021	10135	GEN	Purchase	02088WY12	2,000,000.00	ALPINE 2.0M 0.00% Mat.	11/01/2021	-1,998,000.00	0.00	0.00	-1,998,000.00
05/13/2021	10137	GEN	Purchase	116083VZ6	1,000,000.00	BROWNS 1.0M 1.50% Mat.	05/13/2022	-1,004,890.00	0.00	0.00	-1,004,890.00
05/26/2021	10138	GEN	Purchase	476637AM5	2,910,000.00	JERSEY 2.9M 1.50% Mat.	05/26/2022	-2,944,221.60	0.00	0.00	-2,944,221.60
<b>Subtotal</b>								<b>-5,947,111.60</b>	<b>20,625.00</b>	<b>0.00</b>	<b>-5,926,486.60</b>
<b>QSCB - Reserve Fund</b>											
05/07/2021	10124	QSCB	Interest	64971WP38	1,575,000.00	NYTRAN 1.6M 1.85% Mat.	08/01/2022	0.00	7,770.00	0.00	7,770.00
05/07/2021	10124	QSCB	Call	64971WP38	1,575,000.00	0.0M 1.85%	08/01/2022	0.00	0.00	1,604,830.50	1,604,830.50
05/26/2021	10139	QSCB	Purchase	476637AM5	1,590,000.00	JERSEY 1.6M 1.50% Mat.	05/26/2022	-1,608,698.40	0.00	0.00	-1,608,698.40
<b>Subtotal</b>								<b>-1,608,698.40</b>	<b>7,770.00</b>	<b>1,604,830.50</b>	<b>3,902.10</b>
<b>Total</b>								<b>-10,552,810.00</b>	<b>28,395.00</b>	<b>1,604,830.50</b>	<b>-8,919,584.50</b>

**McAllen ISD  
Purchases Report  
Sorted by Fund - Fund  
May 1, 2021 - May 31, 2021**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
<b>Capital Projects Fund</b>													
02088WY12	10136	CP	ACP	ALPINE	3,000,000.00	05/05/2021	11/01 - At Maturity	2,997,000.00		0.200	11/01/2021	0.200	2,997,450.00
				<b>Subtotal</b>	<b>3,000,000.00</b>			<b>2,997,000.00</b>	<b>0.00</b>				<b>2,997,450.00</b>
<b>General Fund</b>													
02088WY12	10135	GEN	ACP	ALPINE	2,000,000.00	05/05/2021	11/01 - At Maturity	1,998,000.00			11/01/2021	0.200	1,998,300.00
116083VZ6	10137	GEN	MC2	BROWNS	1,000,000.00	05/13/2021	05/13 - Final Pmt.	1,004,890.00		1.500	05/13/2022	1.006	1,004,303.20
476637AM5	10138	GEN	MC2	JERSEY	2,910,000.00	05/26/2021	05/26 - Final Pmt.	2,944,221.60		1.500	05/26/2022	0.320	2,943,746.30
				<b>Subtotal</b>	<b>5,910,000.00</b>			<b>5,947,111.60</b>	<b>0.00</b>				<b>5,946,349.50</b>
<b>QSCB - Reserve Fund</b>													
476637AM5	10139	QSCB	MC2	JERSEY	1,590,000.00	05/26/2021	05/26 - Final Pmt.	1,608,698.40		1.500	05/26/2022	0.320	1,608,438.70
				<b>Subtotal</b>	<b>1,590,000.00</b>			<b>1,608,698.40</b>	<b>0.00</b>				<b>1,608,438.70</b>
				<b>Total Purchases</b>	<b>10,500,000.00</b>			<b>10,552,810.00</b>	<b>0.00</b>				<b>10,552,238.20</b>



**McAllen ISD  
Sales/Call Report  
Sorted by Fund - Fund  
May 1, 2021 - May 31, 2021**

CUSIP	Investment #	Fund	Issuer Sec. Type	Purchase Date	Redem. Date Matur. Date	Par Value	Rate at Redem.	Book Value at Redem.	Redemption Principal	Redemption Interest	Total Amount	Net Income
<b>QSCB - Reserve Fund</b>												
64971WP38	10124	QSCB	NYTRAN MC2	10/13/2020	05/07/2021 08/01/2022	1,575,000.00	1.850	1,601,806.50	1,604,830.50	7,770.00	1,612,600.50 Call	10,794.00
<b>Subtotal</b>						<b>1,575,000.00</b>		<b>1,601,806.50</b>	<b>1,604,830.50</b>	<b>7,770.00</b>	<b>1,612,600.50</b>	<b>10,794.00</b>
<b>Total Sales</b>						<b>1,575,000.00</b>		<b>1,601,806.50</b>	<b>1,604,830.50</b>	<b>7,770.00</b>	<b>1,612,600.50</b>	<b>10,794.00</b>

**McAllen ISD**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**May 1, 2021 - May 31, 2021**  
**Yield on Average Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Activity Fund</b>												
999915	10020	ACT	LA2	1,523,876.26	1,531,144.83	1,530,207.31		0.010	0.009	11.77	0.00	11.77
			<b>Subtotal</b>	<b>1,523,876.26</b>	<b>1,531,144.83</b>	<b>1,530,207.31</b>			<b>0.009</b>	<b>11.77</b>	<b>0.00</b>	<b>11.77</b>
<b>Fund: Clearing Fund</b>												
999914	10019	CLEAR	LA2	5,169,106.65	5,207,666.23	5,202,691.76		0.010	0.007	30.79	0.00	30.79
			<b>Subtotal</b>	<b>5,169,106.65</b>	<b>5,207,666.23</b>	<b>5,202,691.76</b>			<b>0.007</b>	<b>30.79</b>	<b>0.00</b>	<b>30.79</b>
<b>Fund: Capital Projects Fund</b>												
108906G	10101	CP	RR2	1,852,904.58	2,252,754.83	2,201,161.25		0.080	0.080	149.75	0.00	149.75
108906I	10108	CP	RR2	7,439,585.56	11,039,030.71	8,142,328.11		0.080	0.080	554.85	0.00	554.85
SYS10109	10109	CP	LA2	549,944.45	391,380.19	451,439.13		0.010	0.009	3.45	0.00	3.45
999922	10103	CP	LA2	516,312.50	181,476.93	281,084.85		0.010	0.009	2.15	0.00	2.15
108906J	10113	CP	RR2	7,735,008.75	7,734,975.19	7,734,979.52		0.010	0.005	33.56	0.00	33.56
108906H	10102	CP	RR2	2,252,468.46	2,252,458.69	2,252,459.95		0.010	0.005	9.77	0.00	9.77
95639PBF9	10116	CP	MC2	2,310,000.00	2,321,140.44	2,317,097.54	06/15/2021	5.000	1.031	9,625.00	-7,595.75	2,029.25
02088WY12	10136	CP	ACP	3,000,000.00	0.00	2,610,493.55	11/01/2021	0.200	0.203	0.00	450.00	450.00
			<b>Subtotal</b>	<b>25,656,224.30</b>	<b>26,173,216.98</b>	<b>25,991,043.90</b>			<b>0.146</b>	<b>10,378.53</b>	<b>-7,145.75</b>	<b>3,232.78</b>
<b>Fund: Debt Service Fund</b>												
108906B	10032	DS	RR2	1,264,421.13	1,213,115.02	1,242,509.35		0.080	0.080	84.39	0.00	84.39
999918	10023	DS	LA2	6,022.97	5,304.57	5,412.11		0.010	0.009	0.04	0.00	0.04
108906C	10089	DS	RR2	1,213,019.33	1,213,014.07	1,213,014.75		0.010	0.005	5.26	0.00	5.26
			<b>Subtotal</b>	<b>2,483,463.43</b>	<b>2,431,433.66</b>	<b>2,460,936.21</b>			<b>0.043</b>	<b>89.69</b>	<b>0.00</b>	<b>89.69</b>
<b>Fund: General Fund</b>												
999921	10092	GEN	RRP	10,560,071.78	10,559,980.27	10,559,992.08		0.010	0.010	91.51	0.00	91.51
108906	10003	GEN	RR2	26,001,401.15	24,951,323.94	24,512,036.39		0.080	0.080	1,666.21	0.00	1,666.21
999917	10022	GEN	LA2	6,045,392.94	7,229,894.85	7,077,057.33		0.010	0.009	54.42	0.00	54.42
999920	10034	GEN	RRP	10,605,417.54	10,604,718.00	10,604,808.26		0.078	0.078	699.54	0.00	699.54

**McAllen ISD**  
**Interest Earnings**  
**May 1, 2021 - May 31, 2021**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: General Fund</b>												
108906D	10090	GEN	RR2	15,949,497.13	24,949,406.11	20,981,675.92		0.010	0.005	91.02	0.00	91.02
05990CVT8	10132	GEN	ACP	3,000,000.00	2,997,443.32	2,997,789.99	08/27/2021		0.264	0.00	671.67	671.67
06742VR94	10129	GEN	ACP	1,500,000.00	1,499,512.50	1,499,712.50	06/09/2021		0.304	0.00	387.50	387.50
95639PBF9	10117	GEN	MC2	1,875,000.00	1,884,042.57	1,880,760.99	06/15/2021	5.000	1.031	7,812.50	-6,165.39	1,647.11
64971WJ35	10123	GEN	MC2	2,500,000.00	2,529,870.97	2,528,546.04	05/01/2022	1.650	0.442	3,437.50	-2,489.25	948.25
720424D31	10126	GEN	MC2	500,000.00	500,000.00	500,000.00	12/01/2021	0.279	0.274	116.25	0.00	116.25
010609FV2	10127	GEN	MC2	1,000,000.00	1,000,000.00	1,000,000.00	09/01/2021	0.253	0.248	210.83	0.00	210.83
186523DZ6	10128	GEN	MC2	1,170,000.00	1,201,573.42	1,199,172.67	12/01/2021	5.000	0.358	4,875.00	-4,510.49	364.51
05970RVP7	10130	GEN	ACP	3,000,000.00	2,997,815.00	2,998,121.67	08/23/2021		0.233	0.00	594.17	594.17
13017YAX7	10133	GEN	MC2	1,500,000.00	1,500,000.00	1,500,000.00	12/30/2021	0.250	0.245	312.50	0.00	312.50
02088WY12	10135	GEN	ACP	2,000,000.00	0.00	1,740,329.03	11/01/2021		0.203	0.00	300.00	300.00
116083VZ6	10137	GEN	MC2	1,000,000.00	0.00	615,701.57	05/13/2022	1.500	0.312	750.00	-586.80	163.20
476637AM5	10138	GEN	MC2	2,910,000.00	0.00	569,788.01	05/26/2022	1.500	0.271	606.25	-475.30	130.95
			<b>Subtotal</b>	<b>91,116,780.54</b>	<b>94,405,580.95</b>	<b>92,765,492.47</b>			<b>0.107</b>	<b>20,723.53</b>	<b>-12,273.89</b>	<b>8,449.64</b>
<b>Fund: Plan 457 Fund</b>												
999916	10021	PLAN457	LA2	13,546.23	13,546.13	13,546.15		0.010	0.009	0.10	0.00	0.10
			<b>Subtotal</b>	<b>13,546.23</b>	<b>13,546.13</b>	<b>13,546.15</b>			<b>0.009</b>	<b>0.10</b>	<b>0.00</b>	<b>0.10</b>
<b>Fund: Proprietary Fund</b>												
108906A	10025	PROP	RR2	4,347,789.17	4,967,490.23	4,396,561.06		0.080	0.080	298.94	0.00	298.94
999919	10024	PROP	LA2	698,101.36	243,880.37	302,489.83		0.010	0.020	5.26	0.00	5.26
108906E	10091	PROP	RR2	2,967,259.01	2,967,246.14	2,967,247.80		0.010	0.005	12.87	0.00	12.87
			<b>Subtotal</b>	<b>8,013,149.54</b>	<b>8,178,616.74</b>	<b>7,666,298.69</b>			<b>0.049</b>	<b>317.07</b>	<b>0.00</b>	<b>317.07</b>
<b>Fund: QSCB - Reserve Fund</b>												
882521	10014	QSCB	LA1	80,718.24	76,816.14	1,065,939.43				0.00	0.00	0.00
3133ELW67	10122	QSCB	FAC	2,000,000.00	1,999,663.87	1,999,730.96	07/21/2022	0.220	0.290	366.67	126.05	492.72
796815ZF8	10119	QSCB	MC2	2,490,000.00	2,500,579.93	2,499,453.68	10/01/2021	2.030	0.987	4,212.25	-2,115.99	2,096.26
64971WP38	10124	QSCB	MC2	0.00	1,602,168.75	310,056.28	08/01/2022	1.850	11.952	485.62	-362.25	123.37
05970RVP7	10131	QSCB	ACP	2,000,000.00	1,998,543.34	1,998,747.78	08/23/2021	0.230	0.233	0.00	396.11	396.11
13017YAX7	10134	QSCB	MC2	3,000,000.00	3,000,000.00	3,000,000.00	12/30/2021	0.250	0.245	625.00	0.00	625.00
476637AM5	10139	QSCB	MC2	1,590,000.00	0.00	311,327.47	05/26/2022	1.500	0.271	331.25	-259.70	71.55
			<b>Subtotal</b>	<b>11,160,718.24</b>	<b>11,177,772.03</b>	<b>11,185,255.60</b>			<b>0.401</b>	<b>6,020.79</b>	<b>-2,215.78</b>	<b>3,805.01</b>
			<b>Total</b>	<b>145,136,865.19</b>	<b>149,118,977.55</b>	<b>146,815,472.09</b>			<b>0.128</b>	<b>37,572.27</b>	<b>-21,635.42</b>	<b>15,936.85</b>

**McAllen ISD**  
**Amortization Schedule**  
**May 1, 2021 - May 31, 2021**  
**Sorted By Fund - Fund**

Investment #	Maturity Date	Beginning Par Value				Amounts Amortized	Amount Amortized	Amt Amortized	Amount Unamortized	
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 05/01/2021	This Period	Through 05/31/2021	Through 05/31/2021
<b>Capital Projects Fund</b>										
10136	CP	11/01/2021	3,000,000.00	2,997,000.00	-3,000.00	2,997,450.00	0.00	450.00	450.00	-2,550.00
Alpine Sec LLC CP			0.200				-3,000.00			
10116	CP	06/15/2021	2,310,000.00	2,413,049.10	103,049.10	2,313,544.69	-91,908.66	-7,595.75	-99,504.41	3,544.69
West Virginia State Eco Dev			5.000				11,140.44			
			<b>Subtotal</b>	<b>5,410,049.10</b>	<b>100,049.10</b>	<b>5,310,994.69</b>	<b>-91,908.66</b>	<b>-7,145.75</b>	<b>-99,054.41</b>	<b>994.69</b>
							<b>8,140.44</b>			
<b>General Fund</b>										
10135	GEN	11/01/2021	2,000,000.00	1,998,000.00	-2,000.00	1,998,300.00	0.00	300.00	300.00	-1,700.00
Alpine Sec LLC CP							-2,000.00			
10130	GEN	08/23/2021	3,000,000.00	2,996,665.00	-3,335.00	2,998,409.17	1,150.00	594.17	1,744.17	-1,590.83
Banco Santander CP							-2,185.00			
10129	GEN	06/09/2021	1,500,000.00	1,497,750.00	-2,250.00	1,499,900.00	1,762.50	387.50	2,150.00	-100.00
Barclays Bank CP							-487.50			
10132	GEN	08/27/2021	3,000,000.00	2,996,143.32	-3,856.68	2,998,114.99	1,300.00	671.67	1,971.67	-1,885.01
Banco Credito MIA CP							-2,556.68			
10137	GEN	05/13/2022	1,000,000.00	1,004,890.00	4,890.00	1,004,303.20	0.00	-586.80	-586.80	4,303.20
Brownsburg IN 1999 School Bldg		10/13/2021	1.500				4,890.00			
10128	GEN	12/01/2021	1,170,000.00	1,227,283.20	57,283.20	1,197,062.93	-25,709.78	-4,510.49	-30,220.27	27,062.93
Cleveland TN			5.000				31,573.42			
10138	GEN	05/26/2022	2,910,000.00	2,944,221.60	34,221.60	2,943,746.30	0.00	-475.30	-475.30	33,746.30
Jersey City NJ Redevel Agy			1.500				34,221.60			
10123	GEN	05/01/2022	2,500,000.00	2,546,300.00	46,300.00	2,527,381.72	-16,429.03	-2,489.25	-18,918.28	27,381.72
NYC Trans Finance Auth			1.650				29,870.97			
10117	GEN	06/15/2021	1,875,000.00	1,958,643.75	83,643.75	1,877,877.18	-74,601.18	-6,165.39	-80,766.57	2,877.18
West Virginia State Eco Dev			5.000				9,042.57			
			<b>Subtotal</b>	<b>19,169,896.87</b>	<b>214,896.87</b>	<b>19,045,095.49</b>	<b>-112,527.49</b>	<b>-12,273.89</b>	<b>-124,801.38</b>	<b>90,095.49</b>
							<b>102,369.38</b>			
<b>QSCB - Reserve Fund</b>										
10131	QSCB	08/23/2021	2,000,000.00	1,997,776.67	-2,223.33	1,998,939.45	766.67	396.11	1,162.78	-1,060.55
Banco Santander CP			0.230				-1,456.66			
10122	QSCB	07/21/2022	2,000,000.00	1,998,500.00	-1,500.00	1,999,789.92	1,163.87	126.05	1,289.92	-210.08
FFCB Call Note		07/21/2021	0.220				-336.13			

**McAllen ISD**  
**Amortization Schedule**  
**May 1, 2021 - May 31, 2021**

Investment #	Maturity Date	Beginning Par Value				Amounts Amortized				
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 05/01/2021	Amount Amortized This Period	Amt Amortized Through 05/31/2021	Amount Unamortized Through 05/31/2021
<b>QSCB - Reserve Fund</b>										
10139	QSCB	05/26/2022	1,590,000.00	1,608,698.40	18,698.40	1,608,438.70	0.00	-259.70	-259.70	18,438.70
	Jersey City NJ Redev Agy		1.500				18,698.40			
10124	QSCB	08/01/2022	1,575,000.00	1,614,123.00	39,123.00	0.00	-11,954.25	-362.25	-12,316.50	0.00
	NYC Trans Finance Auth		1.850				27,168.75			
10119	QSCB	10/01/2021	2,490,000.00	2,524,137.90	34,137.90	2,498,463.94	-23,557.97	-2,115.99	-25,673.96	8,463.94
	San Bernardino County CA		2.030				10,579.93			
			<b>Subtotal</b>	<b>9,743,235.97</b>	<b>88,235.97</b>	<b>8,105,632.01</b>	<b>-33,581.68</b>	<b>-2,215.78</b>	<b>-35,797.46</b>	<b>25,632.01</b>
			<b>Total</b>	<b>34,323,181.94</b>	<b>403,181.94</b>	<b>32,461,722.19</b>	<b>-238,017.83</b>	<b>-21,635.42</b>	<b>-259,653.25</b>	<b>116,722.19</b>
							<b>165,164.11</b>			

**McAllen ISD**  
**Projected Cashflow Report**  
**Sorted by Monthly**  
**For the Period June 1, 2021 - December 31, 2021**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
<b>June 2021</b>										
06/01/2021	10126	GEN	720424D31	Interest	Pierce County WA SD	0.00	0.00	0.00	809.88	809.88
06/01/2021	10128	GEN	186523DZ6	Interest	Cleveland TN	0.00	0.00	0.00	29,250.00	29,250.00
06/09/2021	10129	GEN	06742VR94	Maturity	Barclays Bank CP	1,500,000.00	1,497,750.00	1,500,000.00	0.00	1,500,000.00
06/15/2021	10116	CP	95639PBF9	Maturity	West Virginia State Eco Dev	2,310,000.00	2,413,049.10	2,310,000.00	57,750.00	2,367,750.00
06/15/2021	10117	GEN	95639PBF9	Maturity	West Virginia State Eco Dev	1,875,000.00	1,958,643.75	1,875,000.00	46,875.00	1,921,875.00
<b>Total for June 2021</b>						<b>5,685,000.00</b>	<b>5,869,442.85</b>	<b>5,685,000.00</b>	<b>134,684.88</b>	<b>5,819,684.88</b>
<b>July 2021</b>										
07/21/2021	10122	QSCB	3133ELW67	Interest	FFCB Call Note	0.00	0.00	0.00	2,200.00	2,200.00
07/21/2021	10122	QSCB	3133ELW67	Call	FFCB Call Note	2,000,000.00	1,998,500.00	2,000,000.00	0.00	2,000,000.00
<b>Total for July 2021</b>						<b>2,000,000.00</b>	<b>1,998,500.00</b>	<b>2,000,000.00</b>	<b>2,200.00</b>	<b>2,002,200.00</b>
<b>August 2021</b>										
08/23/2021	10130	GEN	05970RVP7	Maturity	Banco Santander CP	3,000,000.00	2,996,665.00	3,000,000.00	0.00	3,000,000.00
08/23/2021	10131	QSCB	05970RVP7	Maturity	Banco Santander CP	2,000,000.00	1,997,776.67	2,000,000.00	0.00	2,000,000.00
08/27/2021	10132	GEN	05990CVT8	Maturity	Banco Credito MIA CP	3,000,000.00	2,996,143.32	3,000,000.00	0.00	3,000,000.00
<b>Total for August 2021</b>						<b>8,000,000.00</b>	<b>7,990,584.99</b>	<b>8,000,000.00</b>	<b>0.00</b>	<b>8,000,000.00</b>
<b>September 2021</b>										
09/01/2021	10127	GEN	010609FV2	Maturity	Alabama St Public Sch&Clg Auth	1,000,000.00	1,000,000.00	1,000,000.00	1,265.00	1,001,265.00
<b>Total for September 2021</b>						<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,265.00</b>	<b>1,001,265.00</b>
<b>October 2021</b>										
10/01/2021	10119	QSCB	796815ZF8	Maturity	San Bernardino County CA	2,490,000.00	2,524,137.90	2,490,000.00	25,273.50	2,515,273.50
10/13/2021	10137	GEN	116083VZ6	Call	Brownsburg IN 1999 School Bldg	1,000,000.00	1,004,890.00	1,000,000.00	0.00	1,000,000.00
<b>Total for October 2021</b>						<b>3,490,000.00</b>	<b>3,529,027.90</b>	<b>3,490,000.00</b>	<b>25,273.50</b>	<b>3,515,273.50</b>
<b>November 2021</b>										
11/01/2021	10123	GEN	64971WJ35	Interest	NYC Trans Finance Auth	0.00	0.00	0.00	20,625.00	20,625.00
11/01/2021	10135	GEN	02088WY12	Maturity	Alpine Sec LLC CP	2,000,000.00	1,998,000.00	2,000,000.00	0.00	2,000,000.00
11/01/2021	10136	CP	02088WY12	Maturity	Alpine Sec LLC CP	3,000,000.00	2,997,000.00	3,000,000.00	0.00	3,000,000.00
<b>Total for November 2021</b>						<b>5,000,000.00</b>	<b>4,995,000.00</b>	<b>5,000,000.00</b>	<b>20,625.00</b>	<b>5,020,625.00</b>

**McAllen ISD**  
**Projected Cashflow Report**  
**For the Period June 1, 2021 - December 31, 2021**

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
<b>December 2021</b>										
12/01/2021	10126	GEN	720424D31	Maturity	Pierce County WA SD	500,000.00	500,000.00	500,000.00	697.50	500,697.50
12/01/2021	10128	GEN	186523DZ6	Maturity	Cleveland TN	1,170,000.00	1,227,283.20	1,170,000.00	29,250.00	1,199,250.00
12/30/2021	10133	GEN	13017YAX7	Maturity	CA State Education Notes	1,500,000.00	1,500,000.00	1,500,000.00	2,854.17	1,502,854.17
12/30/2021	10134	OSCB	13017YAX7	Maturity	CA State Education Notes	3,000,000.00	3,000,000.00	3,000,000.00	5,708.33	3,005,708.33
<b>Total for December 2021</b>						<b>6,170,000.00</b>	<b>6,227,283.20</b>	<b>6,170,000.00</b>	<b>38,510.00</b>	<b>6,208,510.00</b>
<b>GRAND TOTALS:</b>						<b>31,345,000.00</b>	<b>31,609,838.94</b>	<b>31,345,000.00</b>	<b>222,558.38</b>	<b>31,567,558.38</b>

# Disclosure

Meeder Public Funds, Inc., dba Patterson & Associates is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

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**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc, dba Patterson & Associates. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

## **Patterson & Associates**

Barton Oaks Plaza  
Building II  
901 S. MoPac, Suite 195  
Austin, TX 78746  
800.817.2442

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

*Alexandra Borsaglia*  
**SUBMITTED BY:** \_\_\_\_\_

*Cynthia Medrano-Richards*  
**SUPERVISOR:** \_\_\_\_\_

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

*J. Alexander*

120 \_\_\_\_\_  
**Superintendent of Schools**



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

*Alexandra Borsaglia*  
**SUBMITTED BY:** \_\_\_\_\_

*Cynthia Medrano-Richards*  
**SUPERVISOR:** \_\_\_\_\_

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

*J. Alexander*

122 \_\_\_\_\_  
**Superintendent of Schools**



REGION ONE EDUCATION SERVICE CENTER  
PERSONNEL SERVICES COOPERATIVE

SCHOOL DISTRICT COMMITMENT  
2020-2021

McAllen ISD agrees to participate in the Personnel Services Cooperative for the 2020 – 2021 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 2018-2019 ADA as follows:

#Students	New Districts	Continuing	#Students	New Districts	Continuing
0-500	\$1,379	\$ 920	7001-9000	\$8,727	\$5,971
501-1000	\$1,836	\$1,455	9001-12000	\$10,105	\$6,431
1001-2000	\$3,215	\$2,756	12001-15000	\$11,574	\$7,236
2001-3000	\$4,823	\$3,675	15001-20000	\$11,943	\$7,348
3001-5000	\$5,971	\$4,593	20001-30000	\$12,860	\$7,808
5001-7000	\$7,348	\$5,511	30,000+	\$13,432	\$8,268

District 2018-2019 reported RADA: 22694

2020-2021 Cost: \$7808

Signature

Jose Gonzalez

Typed Name of Authorized Administrator

Jul 20, 2020

Date

Superintendent of Schools

Title

Approved as to form:

Atlas Hall Rodriguez LLP

by: Stephen L. Crain

Stephen L. Crain (Jul 20, 2020 16:05 CDT)

Stephen Crain

Please return a signed copy of this form with a check or purchase order by July 31, 2020.

**Invoice district in Sept. 2020**

**Check Enclosed**

**Purchase Order Enclosed**

Please mail, email or fax this form to:

Brenda J Balderaz, SHRM-CP  
Personnel Support Services  
Region One ESC  
1900 W. Schunior  
Edinburg, Texas 78541  
Fax: 956.984.7653

You may contact Brenda J Balderaz at 956.984.6100 or email [bbalderaz@esc1.net](mailto:bbalderaz@esc1.net) if you have any questions or would like additional information about this cooperative.

**For ESC internal use only:** Please deposit into account number: 199-00-5729-00-287-1-00-000

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Alexandra Borsaglia*

**SUPERVISOR:** *Cynthia Medrano-Richards*

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

*J. Alexander*

124  
**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

2020-2021 School Year

**108906 - MCALLEN ISD**

School District Name

1. Membership Rate Per Student	\$3.20
2. Total Enrollment (PEIMS 2019-2020 Enrollment)	22,427
3. District's Participation Commitment	\$ 71,766.40

**NOTE: DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2020.**

Please email a purchase order *after September 1, 2020* to [ffuentes@esc1.net](mailto:ffuentes@esc1.net) for the district's participation commitment.



Jul 20, 2020

Signature of Superintendent

Date

Jose A. Gonzalez

956-618-6000

Printed/Typed Name of Superintendent

Telephone Number

Jenny Ann Vega

JennyAnn.Vega@mcallenisd.net

Printed/Typed 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 2020-2021 school year.

***Please return this commitment form to confirm participation in the Library Services & Instructional Resources cooperative for the 2020-21 school year before August 1, 2020. DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2020.***

**Form can be emailed to [ffuentes@esc1.net](mailto: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 -- 162-00-5729-10-241-100

Approved as to form:

Atlas, Hall & Rodriguez, LLP

by: 

Stephen Crain



Eduardo Cancino, Ed.D.  
Interim Executive Director

# Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 • Ph (956) 984-6000 • Fax (956) 984-7655

RECEIVED

JUL 22 2021

Superintendent

July 20, 2021

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

Dear Dr. Gonzalez:

The Region One Education Service Center appreciates your district's participation in the Library Services and Instructional Resources Virtual Library Cooperative. We impact student achievement by providing high-quality instructional resources and services that help students develop twenty-first century skills. In addition, district and charter schools realize financial benefits from volume purchasing discounts provided through cooperative membership.

The Region One ESC Library Services and Instructional Resources Cooperative District/Charter Commitment Form for 2021-2022 is enclosed. Membership in the Region One ESC Library Services and Instructional Resources Cooperative delivers many instructional resources/services to your campuses. (See Attachment A) We intend to offer an extension to our participating vendors to renew our current resource subscriptions as listed on Attachment A.

The cost of cooperative membership will be \$3.20 per student enrollment for the 2021-2022 school year. The enclosed Cost Benefits Analysis indicates district level savings.

Please return the enclosed District/Charter Commitment Form to Region One Education Service Center, ATTN: Library Services and Instructional Resources Cooperative before **August 1, 2021**. Thank you for your assistance.

Sincerely,

Dr. Eduardo Cancino  
Interim Executive Director

EC:VG:MS

Enclosure: District/Charter Commitment Form  
Attachment A  
Cost Benefits Analysis

# 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

2021-2022 School Year

**108906 MCALLEN ISD**

School District Name

1. Membership Rate Per Student	\$3.20
2. Total Enrollment (PEIMS 2020-2021 Enrollment)	21,602
3. District's Participation Commitment	\$ 69,126.40

**NOTE: DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2021.**

Please email a purchase order *after* September 1, 2021 to [msamuel@esc1.net](mailto:msamuel@esc1.net) for the district's participation commitment.



Aug 4, 2021

Signature of Superintendent

Date

Jose A Gonzalez

956-618-6000

Printed/Typed Name of Superintendent

Telephone Number

Jenny Ann Vega

JennyAnn.Vega@mcallenisd.net

Printed/Typed 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 2021-2022 school year.

**Please return this commitment form to confirm participation in the Library Services & Instructional Resources cooperative for the 2021-22 school year before August 1, 2021. DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2021.**

**Form can be emailed to [msamuel@esc1.net](mailto:msamuel@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 -- 162-00-5729-10-241-200

Approved as to form:

Atlas, Hall & Rodriguez, LLP

by: 

Stephen L. Crain

# Region One Education Service Center

1900 W. Schunior • Edinburg, TX 78541 • Phone (956) 984-6000 Fax (956) 984-7655

## ATTACHMENT A

### 2021-2022 Library Services and Instructional Resources Cooperative

**MackinVIA:** an eResource Management System that contains all the digital resources students and staff will utilize in their schools. MackinVIA will house our shared eBooks and databases.

**eBooks:** The MackinVIA regionally shared eBook library will continue to be added to and will be co-owned by all participating districts/charters. Members from previous years will see their collection grow this year.

#### Virtual Library Databases:

Resource Type	Resource Title	Description
Video	<b>BrainPOP, BrainPOP Jr., BrainPOP Español, BrainPOP ELL, BrainPOP Francais, BrainPOP Creative Coding</b>	over 2,359 short animated movies for students in grades K-12
Database	<b>EBSCO History Reference Center</b>	Comprehensive Full-Text History Reference Database
College & Career Reference Center	<b>Gale TERC w/Career Module</b>	College and Career Testing and Education Reference Center
Video	<b>Learn360 PLUS (Grade 9-12 campus only)</b>	add-on product to Learn360 which includes high school and AP level content. (Grade 8 can be included upon request)
Instructional Resource	<b>The Mailbox (PK-6 grade campus only)</b>	Printable activities
Instructional Resource	<b>School Library Connection</b>	Professional Development for Librarians to discover strategies to engage students.
	<b>TexQuest Partners (* listed below)</b>	
Database	<b>* Britannica School * Britannica Learning Zone</b>	Multi-level Encyclopedia & Resources
Database	<b>* Britannica Escolar * Britannica Moderna</b>	Spanish Multi-Level Encyclopedia & Resources
Database	<b>* EBSCO</b>	Selected Resources for All Levels
Database	<b>* Gale Cengage Learning</b>	Selected Resources for All Levels
Video	<b>* Learn360</b>	over 12,000 videos from 50+ publishers for students in grades K-12
Database	<b>* ProQuest SIRS Discoverer</b>	Articles and Websites for K-8
Database	<b>* TeachingBooks</b>	Resources about Books and Authors

# Region One Education Service Center

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

## Professional Development:

- On-site support (one day per 10,000 students)
- Professional Development sessions specifically for librarians at Region One at no cost or reduced pricing
- Fall and Spring workshops
- MegaBYTE membership for librarians only. Professional learning opportunities related to effective technology use.
- Monthly Library Leadership Network meetings for district library contacts

## Library and Technology Purchasing Cooperative:

Membership in Region One's Library Services and Instructional Resources Virtual Library Cooperative allows the member to participate in the Library and Technology Purchasing Cooperative for School Purchases from the following categories:

1. **Audio Visual Equipment** – includes audio visual equipment, multi-media projectors, mobile devices, eReaders, smartboards, etc.
2. **Consultants** - includes authors, illustrators, storytellers, trainers, and other presenters
3. **Instructional Software/Applications** - includes library automation, instructional resources/databases, etc.
4. **Library Books** – includes eBooks, digital, audio, and print to include cataloging and processing
5. **Library Furniture** – includes shelving, workstations, stands, tables, chairs, desks, stools, etc.
6. **Library Supplies** – includes book care, protection and repair supplies, book jackets, spine labels, organization and packaging, etc.
7. **Magazine Subscriptions** – includes print and digital magazines, periodicals, journals, etc.
8. **Technology Hardware** – includes computer, monitor, keyboard, mouse, hard disk drive, motherboard, video card, etc.
9. **Technology Equipment** – includes electronic data management or analysis devices, associated peripherals, accessories, etc.
10. **Other Library and Technology Resources/Services** – includes resources or services that do NOT fall under the categories listed above.

# Region One Education Service Center

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

## Library Services and Instructional Resources Cooperative 2021-2022 Cost Benefit Analysis District: McAllen ISD


The Region One ESC Library Services and Instructional Resources Virtual Library Cooperative makes every effort to provide the highest quality resources and most cost-effective solutions to school districts. We provide resources and services that support the educational needs of today's students by providing resources that support the skills necessary in the twenty first century and resources that better support the state assessments.

The Region One ESC Library Services and Instructional Resources Virtual Library Cooperative is able to provide resources at a reasonable cost to school districts due to volume purchasing. Below is a cost comparison of the Co-op versus the cost of the resources purchased separately.

Service	# Students	Co-op Membership Cost (\$3.20 per student)	Cost for district to purchase directly from vendor		
			Cost	Student/Campus/District	Total
BrainPOP, BrainPOP Jr., BrainPOP Español, BrainPOP Francais, BrainPOP ELL, Creative Coding	21,602	Included in Coop	\$ 4,445.00	31 /campus	\$ 137,795.00
Infobase (The Mailbox)	21,602	Included in Coop	\$ 1,099.00	/campus	\$ 34,069.00
EBSCO History Reference Center	21,602	Included in Coop	\$ 695.00	/campus	\$ 21,545.00
MackinVia eResource Management System	21,602	Included in Coop	\$ 20,000.00	/district	\$ 20,000.00
School Library Connection	21,602	Included in Coop	\$ 1.00	/campus	\$ 31.00
TexQuest (State Funded Databases including Britannica, EBSCO, Gale, Learn360, ProQuest, and Teachingbooks.net))	21,602	Included in Coop	\$ 32.00	/student	\$ 691,264.00
Gale TERC with Career Module	21,602	Included in Coop	\$ 2,231.00	/campus	\$ 69,161.00
Professional Development & on-site support (One day per 10,000 students)	3 days @ \$1,200 per day	Included in Coop	3 days @ \$1,200	per day	\$ 3,600.00
MegaBYTE: Professional Development provided by MegaBYTE for LIBRARIANS ONLY	1 days @ \$1,200 per day	Included in Coop	1 \$3,000 per district	per day	\$ 3,000.00
Professional Development sessions for librarians at Region One at no cost. Non-members pay from \$50 to \$150 per workshop. (Estimate based on number of librarians)	32 participants @ \$150 per workshop	Included in Coop	32 participants @ \$150 per workshop	per workshop	\$ 4,800.00
Membership in Region One's Library Purchasing Co-op for School Library Purchases	Amount of savings depends on the amount of purchasing made by the campus/district.	Included in Coop	Not available to non-coop districts		\$ -
<b>Total</b>	130	\$ 69,126.40			\$ 985,265.00

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



**131** \_\_\_\_\_  
**Superintendent of Schools**

**2020-274**  
**MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT**  
**SCHOOL DISTRICT AND EASTER SEALS RIO GRANDE VALLEY**  
**2021-2022**

This Memorandum of Understanding (“MOU”) is by and between **Easter Seals Rio Grande Valley**, 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).

Whereas CBPP and MISD have executed an MOU providing for same or similar services to prekindergarten children as per guidelines established by the Department of Human Services (“DHHS”) and (“TEA”);

Whereas CBPP and MISD desire to amend and restate their existing MOU and have this MOU supersede and replace any existing MOU in effect between the parties hereto as of the date of execution of this MOU; and

Whereas CBPP meets component number two (2) Texas Rising Star program 3 or higher and component number four (4) Texas School ready participant, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education 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 MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU 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 MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

**Term:**

The Term of this Memorandum of Understanding commences July 1, 2021 and ends on June 30, 2022 (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 three (3) 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:

**Easter Seals Rio Grande Valley**  
**Pattie Rosenlund**  
**1217 W. Houston Ave.**  
**McAllen, TX 78501**

**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;
- Implement **MISD**'s state adopted curriculum;
- 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 technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- 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-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- 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 or 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 **MISD**'s 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 and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- 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; and
- Coordinate with **MISD** 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, and share resources 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 of the parties hereto and this 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 the Agreement, General Liability insurance of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of \$1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of \$1,000,000.00 for each accident, \$100,000.00 policy limit -disease, \$100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- 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 MOU.

## 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 Indemnitees**") 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 MOU 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 MOU 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 **MISD** may be liable. The provisions of this paragraph 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.

This MOU shall supersede and replace any previous MOU in effect between the parties as of the date hereof regarding the subject matter hereof.

Executed effective as of 15<sup>th</sup> date of June, 2021.

**McAllen Independent School District**

By: \_\_\_\_\_  
Sam Saldivar Jr., President, Board of Trustees

**CBPP  
Easter Seals Rio Grande Valley**

By: Patricia Rosenlund  
Patricia Rosenlund (Jun 11, 2021 11:18 CDT)  
Pattie Rosenlund, Executive Director

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

By: Stephen L. Crain  
Stephen L. Crain (Jun 3, 2021 13:29 CDT)  
Stephen L. Crain

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Rosalba De Hoyos*

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Sullivan*

138  
**Superintendent of Schools**

## INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective August 31, 2021 (“**Effective Date**”), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

### CONTRACTING PARTIES:

**Receiving Party: McAllen Independent School District (McAllen ISD)**, a local entity of the State of Texas.

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

### PURPOSE:

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

### STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**services**”):

- Assign AmeriCorps members for academic year (2021-2022) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 20 hours of service per week, over a 9 month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible and desirable;
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation)
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- MISD acknowledges that as a service provider under agreement with MISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy

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

Receiving Party will be performing the following services:

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

**The Go Center Sponsor will:**

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

**WARRANTIES:**

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

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**TERM:**

The participating parties agree to the terms outlined above for the duration of the academic year 2021 - 2022.

**NOTICES:**

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

If to Receiving Party: McAllen Independent School District  
2000 North 23<sup>rd</sup> Street  
McAllen, Texas 78501  
Fax: (956) 686-8362  
Attention: Dr. Jose A. Gonzalez

*with copy to:* McAllen Independent School District  
2000 North 23<sup>rd</sup> Street  
McAllen, Texas 78501  
Fax: (956) 972-5717  
Email: Rosalba.DeHoyos@mcallenisd.net  
Attention: Dr. Rosalba De Hoyos

If to Performing Party: University of Texas Rio Grande Valley  
1201 University Blvd., SSET 5.101  
Edinburg, Texas 78539  
Attention: Mr. Rick Anderson

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

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

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

McAllen Independent School District  
2000 North 23rd Street  
McAllen, Texas 78501  
Fax: (956) 686-8362  
Email: Jose.Gonzalez@mcallenisd.net  
Attention: Dr. Jose A. Gonzalez

with copy to:

McAllen Independent School District  
2000 North 23<sup>rd</sup> Street  
McAllen, Texas 78501  
Fax: (956) 972-5717  
Email: [Rosalba.DeHoyos@mcallenisd.net](mailto:Rosalba.DeHoyos@mcallenisd.net)  
Attention: Dr. Rosalba De Hoyos

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

#### **TERMINATION:**

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

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

#### **OTHER PROVISIONS:**

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

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

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

**State Auditor's Office.** The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

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

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

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

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

**RECEIVING PARTY:**

**McAllen Independent School District**

By: \_\_\_\_\_

Name: Sam Saldivar Jr.

Title: McAllen ISD Board President

Date: \_\_\_\_\_

**PERFORMING PARTY:**

**University of Texas Rio Grande Valley**

By: 

Name: Dr. Magdalena Hinojosa

Title: Senior Vice President

for Strategic Enrollment and Student Affairs

Date: 6/15/21


By: 

Name: Mr. Rick Anderson

Title: Executive Vice President

for Finance and Administration

Date: 6/15/21

APPROVED AS TO FORM:  
ATLAS, HALL & RODRIGUEZ, LLP  
By:   
Stephen L. Crain (Jun 21, 2021 16:57 CDT)  
Stephen L. Crain

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Maribelle Elizondo (Spec Ed)*  
Maribelle Elizondo (Spec Ed) (Aug 3, 2021 10:56 CDT)

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Sullivan*

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**Superintendent of Schools**

RFP 2021-1010 Physical, Occupational, and Speech Therapy Services for Special Education

No.	Responding Supplier	City	State	Recommendation
1	ABC Therapy, Inc.	Edinburg	TX	Qualified
2	AMN Allied Services, LLC	BROOMFIELD	CO	Qualified
3	EBS Healthcare	West Chester	PA	Qualified
4	Life Span Rehabilitation Center, LLC	San Juan	TX	Qualified
5	Lighthouse Therapy LLC	Pleasant Lake	MI	Qualified
6	Orange Tree Staffing, LLC	Winter Park	FL	Qualified
7	Soliant Health	Peachtree Corners	GA	Qualified
8	Sunbelt Staffing LLC	Oldsmar	FL	Qualified
9	The Stepping Stones Group, LLC	Atlanta	GA	Qualified
10	Therapia Staffing (Gifted Nurses LLC)	Metairie	LA	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Rosalba De Hoyos*

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Sullivan*

**146** \_\_\_\_\_  
**Superintendent of Schools**

## 2021-1024 Instructional Materials and Supplies (Round 4 )

	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	Academic Superstore (JourneyEd.com, Inc.)	Allen	TX	Qualified
2	ACCO Brands USA LLC	Lake Zurich	IL	Qualified
3	Ace Mart Restaurant Supply	San Antonio	TX	Qualified
4	Attainment Company, Inc.	Verona	WI	Qualified
5	Audio Resource Group, Inc (Audio Resource Group)	West Fargo	ND	Qualified
6	BrainPOP LLC	New York	NY	Qualified
7	CareerSafe (K2Share, LLC)	College Station	TX	Qualified
8	Demco, Inc	Madison	WI	Qualified
9	Express Booksellers, LLC	Dallas	TX	Qualified
10	First Choice Eduational Publishing	Lafayette	CA	Qualified
11	Graphics Store	Fort Worth	TX	Qualified
12	Happiness Studies Academy	Cresskill	NJ	Qualified
13	Imagery Graphic Systems (Precision Business Machines)	San Antonio	TX	Qualified
14	Independent Living Aids LLC	Buffalo	NY	Qualified
15	Jarrett Publishing Company	New York	NY	Qualified
16	Junior Library Guild (MT Library Services Inc.)	Plain City	OH	Qualified
17	Kaplan Early Learning Company	Lewisville	NC	Qualified
18	lamac (Salvador Trey Gonzalez DBA Lamac)	McAllen	TX	Qualified
19	Lockfast LLC	Loveland	OH	Qualified
20	Magazine Subscriptions PTP (Melvin Clearman)	Austin	TX	Qualified
21	MathWarm-ups.com	Round Rock	TX	Qualified
22	NATIONAL SCHOOL PRODUCTS (JOHN C NOWELL)	MARYVILLE	TN	Qualified
23	NCS Pearson, Inc., through its Clinical Assessment business (NCS Pearson, Inc.)	Bloomington	MN	Qualified
24	Okapi Educational Publishing	Temecula	CA	Qualified
25	Pocket Nurse Enterprises, Inc.	MONACA	PA	Qualified
26	PRO-ED, Inc.	Austin	TX	Qualified
27	Savvas Learning Company LLC	Paramus	NJ	Qualified
28	Scantron Corporation	Eagan	MN	Qualified
29	Scholastic Inc.	New York	NY	Qualified
30	School Specialty, Inc.	Greenville	WI	Qualified
31	Sonova USA Inc.	Aurora	IL	Qualified
32	TEACHER DIRECT (TDSA, LLC)	BIRMINGHAM	AL	Qualified
33	Teachers' Curriculum Institute	Mountain View	CA	Qualified
34	Teaching Strategies LLC (UTJ Holdco Inc.)	Bethesda	MD	Qualified
35	Teaching Systems, Inc.	Arlington	TX	Qualified
36	TFD Supplies (TFD Unlimited, LLC)	FAIRVIEW HEIGHTS	IL	Qualified
37	The Math Learning Center	Salem	OR	Qualified
38	The Right Supplies	San Antonio	TX	Qualified
39	Therapro, Inc.	Framingham,	MA	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Lilia Sandoval Silva*

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Connell*

148  
**Superintendent of Schools**



Office of the President

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June 7, 2021

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

Dear Dr. Gonzalez,

Dual Credit Programs have made a lasting, positive impact on high school students in Hidalgo and Starr Counties since its inception in 1997. The Dual Credit Program offers our students unique and incredible opportunities for access to higher education and workforce training. These students then successfully transition into a postsecondary education setting or entrance into the competitive workforce sector.

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

Enclosed is an electronic copy of the 2021-2022 Dual Credit Programs Interlocal Agreement between South Texas College and McAllen ISD. 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 Lorena Martinez, Administrative Assistant for Dual Credit Programs at (956) 872-3520 or via email at [lmart206@southtexascollege.edu](mailto:lmart206@southtexascollege.edu). She will make arrangements for pick up the interlocal agreement.

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

Respectfully,

David C. Plummer, M.B.A., Ed.D.  
Interim 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 23, 2021 to August 23, 2022, 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 Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited.\*](#)

#### **1) IA PURPOSE**

The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in the Dual Credit Programs. This IA is the agreement that encompasses all programs and initiatives under the Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional IA is required by the Texas Education Agency for Early College High Schools, 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](http://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 kinesiology, guided studies, competency-based or developmental courses for dual credit.

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

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called “Dual Credit Faculty”) to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College’s respective department chair or designee and be evaluated and monitored to ensure 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 LMS Fundamentals and Academic Continuity Certifications offered through the College's Distance Learning Department prior to teaching dual credit courses.

- vi. College and Dual Credit Faculty teaching dual credit courses 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 12<sup>th</sup> 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 first semester teaching dual credit courses. Dual Credit Faculty not completing this Academy will not be allowed to continue teaching the following academic year. This Academy focuses on relevant College policies and procedures, resources, faculty responsibilities, and maintaining a college environment in the classroom.
- viii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate their teaching responsibilities at the high school in order to attend required department meetings.
- ix. College Faculty and Dual Credit Faculty teaching college-level courses are expected to communicate with students who need academic assistance and direct them to the appropriate College or School District support services. College provides students access to college resources, and support services at no cost.
- 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 address and resolve the concerns, a meeting shall take place between the College Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.
- xi. The Dual Credit Faculty or College 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 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. Since Dual Credit Faculty are employed by both the College and the School District, they are confronted with unique challenges; nonetheless, they 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 should not inflate the college letter grade, which might differ from the high school numeric grade.
- Contact Hours Pertaining to Dual Credit Students: Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. In accordance with 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 the student's classroom performance, lack of participation and/or excessive student absences.

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

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

i. Facilities

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

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources when the course is taught at the School District; and
- School District offering science courses will 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, it 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 Principal Agreement***, and ***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. The College will consider the use of free or low-cost open educational resources in courses offered under the program for School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for

technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first class day. Exceptions must be discussed with the Dean of Dual Credit Programs and the Department Chair.

iv. Transportation

The School District will provide transportation to students enrolled as required, deemed necessary, and appropriate under State law and School District rules and procedures. Students enrolled in dual credit courses at the College may be transported by the School District.

v. Grading Procedures

All Dual Credit Faculty will follow the College Grading System as stated in the College's [Board Policy #3310 Grading System: Credit Programs](#), as well as the grading criteria in the department approved syllabus.

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

vii. Grade Appeal

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

[https://academicaffairs.southtexascollege.edu/grade\\_appeals/](https://academicaffairs.southtexascollege.edu/grade_appeals/).

viii. Reporting Required Critical Student Performance Information

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

**STC Faculty**

- Will only provide final course numeric grades based on a standard 100-point scale to the School District, upon request. Request must be submitted by the School District to the STC Faculty before the end of College's finals week.
- Will not be required to submit midterm course grade
- Will provide the following Starfish Early Alert Surveys:
  - Fall 2021 and Spring 2022: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
  - Summer 2022: First Week Attendance Verification, and one Progress Survey (Week 3)

**Dual Credit Faculty**

- Guidelines indicate reporting requirements and responsibilities of the Dual Credit Faculty regarding parent inquiries, progress reports, and discipline matters which 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) with 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 on the College's dual credit website.

c) *Course Load*

As stated in the College's [Board Policy #3232 Dual Credit Student Eligibility Requirement](#), dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, and 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 submit a request and be approved by the Dean of Dual Credit Programs and School District Partnerships. Students can only be enrolled in courses within their declared major. Any student approved to enroll in a regular (non-S) section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule. Dual credit students who do not receive approval to enroll in a regular (non-S) section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the School District. Criteria is available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11<sup>th</sup> 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 in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with less than the minimum enrollment will be cancelled by the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering school districts approval, if available.

e) *Advising*

The College and the School District offers college advising services for dual credit students, in addition to a College Advising Training Program for High School District Counselors held by the College.

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

g) *Counseling and Student Accommodations*

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, 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 Dual Credit Faculty, the School District's high school will be responsible to provide the classroom accommodations. If the class is taught by a STC Faculty at the high school, the College Counselor will coordinate class accommodations with the high school's 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 Sex Discrimination, Sexual Harassment,***

***Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited.*** A student may report a grievance or complaint at the following link: <https://www.southtexascollege.edu/report/index.html>.

i) *Student Conduct*

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

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 2021-2022***. 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 2021-2022**, as approved by the College Board of Trustees (see Exhibit A).

d) Faculty Charges

When the College provides the faculty, including via 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 dual credit courses with assigned College Faculty after August 6, 2021 (Fall 2021 semester), January 4, 2022 (Spring 2022 semester), May 23, 2022 (Summer I semester), and June 29, 2022 (Summer II). Should a School District cancel dual credit course(s) with an assigned College Faculty after the advertised deadline, a Late Dual Credit Section Cancellation Fee will be assessed.

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

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide 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](mailto: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 approval/hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

- 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 Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited*** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: <https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf>.

Title IX 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 with South Texas College Office of Human Resources, Office of Student Rights and Responsibilities, and/or Title IX Coordinator. 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)**

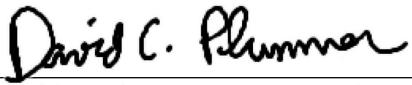
This IA may be amended by mutual written agreement of both parties.

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\_\_\_\_\_.



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David C. Plummer, M.B.A., Ed.D.  
Interim President  
South Texas College



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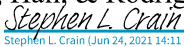
Rose Benavidez (Jul 14, 2021 16:17 CDT)  
Chairman, Board of Trustees  
South Texas College

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Dr. Jose A. Gonzalez  
Superintendent  
McAllen Independent School District

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President, Board of Trustees  
School District

Approved as to form:  
Atlas, Hall, & Rodriguez, LLP  
by:   
Stephen L. Crain (Jun 24, 2021 14:11 CDT)

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Stephen L. Crain

# EXHIBIT A

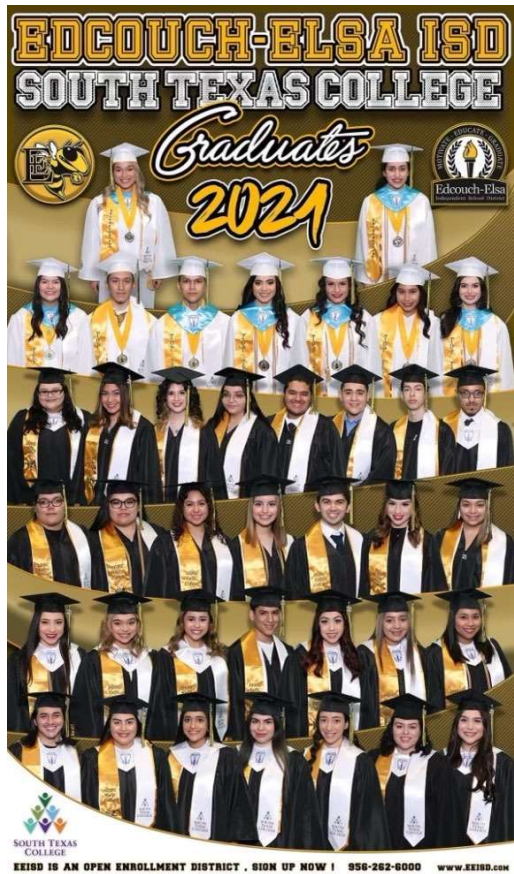
## TUITION AND FEES FOR DUAL CREDIT STUDENTS SPONSORED BY PARTNERING SCHOOL DISTRICTS FOR FY 2021-2022

	Board Approved FY 2019-2020	Board Approved FY 2020-2021	Board Approved FY 2021-2022
<b>DUAL CREDIT TUITION:</b>			
Per credit hour tuition for in-district dual credit students sponsored by partnering school districts	0.00	0.00	0.00
<b>DIFFERENTIAL TUITION PER CREDIT HOUR FOR COURSES OFFERED ON A SOUTH TEXAS COLLEGE CAMPUS OR FACULTY:</b>			
Associate Degree Nursing	75.00	0.00	0.00
Emergency Medical Technology	55.00	0.00	0.00
Occupational Therapy Assistant	55.00	0.00	0.00
Patient Care Assistant	35.00	0.00	0.00
Pharmacy Tech	55.00	0.00	0.00
Physical Therapist Assistant	55.00	0.00	0.00
Radiologic Technology/Sonography	65.00	0.00	0.00
Respiratory Therapy	65.00	0.00	0.00
Vocational Nursing	75.00	0.00	0.00
<b>COURSE FEES:</b>			
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
<b>INCIDENTAL FEES:</b>			
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

Board Approved\_DualCreditTuitionandFeesFY2021-2022\_February 23, 2021

# Exhibit B

## Sample Recognition



 **PSJA Career & Technical Education**  
@PSJACTE

Congratulations to our @PSJAISD students earning their Electrician Assistant Certificate! Any current 10th grade students interested in joining the program next year, please contact your high school counselor.  
[@PsjaCollege](#) [@stcdual](#) [#PSJACTE](#) [#CareerReady](#)



2:07 PM · May 14, 2021 · Twitter for iPhone

 **Sharyland ISD**  
@SISDnews

Go Cobras!!! Congratulations SA3 Class of 2021 🎓  
South Texas College ✨



10:05 PM · May 27, 2021 · Twitter for iPhone

 **Rio Grande City CISD**  
@rgccisd

Important information from Preparatory for Early College High School.



11:03 AM · Feb 23, 2021 · Twitter Web App

## 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: McAllen ISD

High School Name: McAllen High School, Memorial High School, & Nikki Rowe High School

Liaison's Name: Mirtha Jimenez, Lynda J. Dopp, & Claudia Hernandez; McAllen HS, Memorial HS, Rowe HS, respectively

Position Title: CTE Counselors

Contact Phone Number: 632-3148 Mirtha Jimenez, 632-5263 Memorial HS, and 632-8848 Claudia Hernandez

Email: mirtha.jimenez@mcallenisd.net, lynda.dopp@mcallenisd.net, & claudia.hernandez-rivera@mcallenisd.net

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](mailto:TitleIX@southtexascollege.edu)

For any questions, please contact:

Laura Requena, MBA, MPAcc, PHR, SHRM-CP  
Director of Human Resources  
2501 West Pecan Blvd.  
McAllen, TX 78501  
956-872-3646  
[HR\\_Administrators@southtexascollege.edu](mailto:HR_Administrators@southtexascollege.edu)

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Rosalba De Hoyos*

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Sullivan*

166  
**Superintendent of Schools**

	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	Apex Learning	Seattle	WA	Qualified
2	CasasLWP, LLC (Jimmy Casas)	Allen	TX	Qualified
3	Dual Language Training Institute (Leo Gomez and Consultants, LLC)	Edinburg	TX	Qualified
4	ECS Learning Systems (Asteria Learning Inc.)	Spring Branch	TX	Qualified
5	Educators Data Solutions	Edinburg	TX	Qualified
6	Follett School Solutions, Inc.	McHenry	IL	Qualified
7	HookerTech LLC	Austin	TX	Qualified
8	Istation (Imagination Station, Inc.)	Dallas	TX	Qualified
9	Lexia Learning System	Concord	MA	Qualified
10	Mastery Education (Peoples Education Inc.)	Montvale	NJ	Qualified
11	Math Teachers Press, Inc	Minneapolis	MN	Qualified
12	Montessori Services	Santa Rosa	CA	Qualified
13	Move This World (Manage Mindfully Inc.)	Brooklyn	NY	Qualified
14	MyVRSpot (MyVRSpot, LLC)	Fort Collins	CO	Qualified
15	NWEA (NWEA)	Portland	OR	Qualified
16	Penda Learning (Learning 2020, Inc.)	Loveland	CO	Qualified
17	PowerSchool Group LLC (Severin Intermediate Holdings LLC)	Folsom	CA	Qualified
18	Project Wayfinder	Berkeley	CA	Qualified
19	Responsive Learning, LP	El Paso	TX	Qualified
20	s3strategies, LLC	Lubbock	TX	Qualified
21	Super Duper Publications (Super Duper Inc.)	Greenville	SC	Qualified
22	Teacher Created Materials	Huntington Beach	CA	Qualified
23	Teaching Strategies LLC (UTJ Holdco Inc.)	Bethesda	MD	Qualified
24	The DDance Group, Inc.	Henrico	VA	Qualified
25	The Library Voice	Denver	CO	Qualified
26	Therapy Shoppe, Inc.	Grand Rapids	MI	Qualified
27	Vales Por Dos Consulting	Helotes	TX	Qualified
28	Youthlight, Inc.	Chapin	SC	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Lilia Sandoval Silva*

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Connell*

168  
**Superintendent of Schools**

2021-1007

RFP - Career and Technology Materials, Supplies, Equipment and Related Services Discount-from-List (Round 5)

No.	Responding Supplier	City	State	Recommendation
1	Academic Superstore (JourneyEd.com, Inc.)	Allen	TX	Qualified
2	American Ceramic Supply Company	Fort Worth	TX	Qualified
3	CEV Multimedia, Ltd.	Lubbock	TX	Qualified
4	DATA PROJECTIONS	Houston	TX	Qualified
5	Demco, Inc	Madison	WI	Qualified
6	Graphics Store	Fort Worth	TX	Qualified
7	Hameray Publishing Group, Inc.	Los Angeles	CA	Qualified
8	Kaduceus Holdings Inc.	Houston	TX	Qualified
9	Lockfast LLC	Loveland	OH	Qualified
10	ManageBac Inc.	San Francisco	CA	Qualified
11	MCM Sporting Goods, Inc.	Mission	TX	Qualified
12	Med Solutions LLC	Alpharetta	GA	Qualified
13	Medicaleshop Inc.	New Milford	CT	Qualified
14	Stukent, Inc.	Idaho Falls	ID	Qualified
15	Teacher's Discovery (American Eagle Co Inc)	Auburn Hills	MI	Qualified
16	Teaching Systems, Inc.	Arlington	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Jenny Ann Vega*

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Sullivan*

170  
**Superintendent of Schools**

2021-1000R

RFP - Library Books, e-Books, Textbooks, Audiovisual Materials and Instructional Reading Materials Discount-from-List (Round 7)

No.	Responding Supplier	City	State	Recommendation
1	BeeReaders	Austin	TX	Qualified
2	ECS Learning Systems (Asteria Learning Inc.)	Spring Branch	TX	Qualified
3	Empowering Writers	Monroe	CT	Qualified
4	Estrellita, Inc.	Englewood	CO	Qualified
5	Human Kinetics, Inc.	Champaign	IL	Qualified
6	Kagan Publishing	San Clemente	CA	Qualified
7	Mark My Words LLC	Tempe	AZ	Qualified
8	Montessori Services	Santa Rosa	CA	Qualified
9	Sebco Books (Library Sales, Inc.)	Pembroke Park	FL	Qualified
10	Teacher's Discovery (American Eagle Co Inc)	Auburn Hills	MI	Qualified
11	Textbook Agency	Commerce	CA	Qualified
12	Vista Higher Learning, Inc.	Boston	MA	Qualified
13	Wayside Publishing	Freeport	ME	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Karen Nitsch (Adv. Academics)*

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Connell*

172  
**Superintendent of Schools**

**Interlocal Agreement  
Between  
The University of Texas at Austin  
and  
McAllen ISD**

**FOR THE 2021-2022 ONRAMPS PROGRAM**

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2021 is entered on the Effective Date by McAllen ISD (MISD) and the University of Texas at Austin, on behalf of its Office of Strategy and Policy (UT Austin), collectively referred to as the Parties.

**Contracting Parties:**

Receiving Party (MISD)  
McAllen ISD  
2000 N. 23rd Street  
McAllen, TX 78501

Performing Party UT Austin  
The University of Texas at Austin  
110 Inner Campus Drive, Suite 102  
Austin, TX 78712

**WHEREAS**, UT Austin and MISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from UT Austin and their MISD high school.

**WHEREAS**, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the Parties agree as follows:

**1. Interlocal**

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

**2. Nature of OnRamps**

UT Austin and MISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from MISD and college credits from UT Austin through a distance education course.

MISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, MISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at MISD.

### **3. Consideration**

Each year of the Agreement, MISD will pay UT Austin the cost per student and teacher training needed by MISD as set forth in section 4.2(H) below. MISD must also cover the cost of lodging, transportation, and teacher substitutes (fall and spring) during Professional Learning Institutes (PLI).

Funds paid by MISD to UT Austin cover the student enrollment fee, teacher professional learning fee, and lodging expenses for high school teachers participating in Summer PLI. Payment in full is due and payable to UT Austin within thirty (30) calendar days from receipt of an undisputed invoice in accordance with Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

University of Texas at Austin  
Office of Strategy and Policy  
2616 Wichita Street, STOP A7300  
Austin, TX 78712

### **4. Scope of Work and Responsibilities**

Responsibilities to implement OnRamps distance college courses will be shared by MISD and UT Austin. MISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the "Services."

#### **4.1 Responsibilities of UT Austin Enrollment and Records**

- A. Register high school students for OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal). In order to officially enroll in OnRamps distance college courses, students must acquire an official, permanent university electronic identification (UT EID) via the UT Austin web site. Once a UT EID is acquired, students use their UT EID and password to access the secure OnRamps Portal, complete a required student profile, affirm agreement with OnRamps policies, and register for course(s).

- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to UT Austin and MISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades for students who are eligible, successfully complete, and accept college credit for the distance college course with the UT Austin Registrar. A student may request an official copy of their transcript from the Registrar at the end of the spring term, in accordance with the UT Austin Registrar request procedures and fees.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.
- E. Information received and stored by OnRamps regarding students enrolled at UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).

### **Curriculum and Instruction**

- F. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for oversight of distance college courses, ensuring rigor and quality. UT Austin faculty are provided 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provide frequent feedback to UT Austin faculty and academic course staff on implementation and provide support for any needed enhancements or improvements.
- G. Offer distance education and high school courses that:
  - a. Provide in-depth college readiness experiences for all students, regardless of whether they earn credit from UT Austin.
  - b. Provide clear and transparent expectations for postsecondary success in Texas.
  - c. Provide an authentic entry point to university-level learning experiences that expose students to postsecondary versus high school performance expectations.
  - d. Provide opportunity for students to take responsibility for their own learning.
  - e. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas Learning Management System (Canvas LMS), and/or the UT Austin OnRamps academic course staff unless otherwise specified.
  - f. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences.
  - g. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas LMS, to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
- H. Administer OnRamps distance college courses via a dual-enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester- or

year-long courses. The college enrollment process differs between the two course types.

- a. Semester-long Course College Enrollment Process
  - i. In order for students to gain access to the UT Libraries, all semester-long student enrollments are recorded at the beginning of the semester with the University in alignment with OnRamps and University processes.
  - ii. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors or Record.
  - iii. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course.
  - iv. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
  - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- b. Year-long Course College Enrollment Process
  - i. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course. A student who does not meet this eligibility requirement may be determined to be eligible if the student meets the Texas Success Initiative (TSI) requirements for that course. Grade-based eligibility criteria and TSI requirements are described in each college course syllabus.
  - ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
  - iii. Students must complete a series of additional required assignments and assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course.
  - iv. Eligible students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
  - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- I. Before accepting credit for an OnRamps course, students are advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability. Most OnRamps distance college courses are part of the Texas Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any state public higher education institution in Texas. Refer to Exhibit A for detailed course information, including Core Curriculum designations and TCCNs.
- J. Provide technology and support services necessary for successful implementation, teaching, and learning in OnRamps courses:

- a. Maintain servers operated by or hosted on UT Austin's web-based Canvas LMS.
- b. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum.
- c. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- d. Provide online and phone-based technical support for OnRamps teachers and students engaging in the curriculum when that support is not provided through Canvas LMS.
- e. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
- f. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- g. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for the district, campuses, high school teachers, and students.

### **Professional Development and Support**

- K. Deliver professional learning to participating MISD teachers who teach the OnRamps course.
  - a. A Summer PLI for participating MISD teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through OnRamps has an associated Summer PLI. UT Austin is responsible for the following at Summer PLI:
    - i. Scheduling the necessary facilities to conduct PLI.
    - ii. Facilitating lodging, parking, and food for participants.
    - iii. Conducting Summer PLI.
    - iv. Crediting participating MISD teachers with continuing professional education hours (approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of a full academic year).
  - b. Academic year PLIs: One-day PLIs for, new and returning, participating MISD teachers, will be held at UT Austin or designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. MISD teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
- L. Provide one or more Course Staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by UT Austin faculty within the sponsoring UT Department (e.g. Computer Science, Mathematics, etc.), the coordinator will serve as a content expert and liaison for the MISD high school teacher.
- M. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to MISD and its administration

(Superintendent, Director of Advanced Academics, Campus Administration, Counselors, etc.).

- a. The goals of professional learning and development opportunities specific to administrative and counselor roles and functions are to inform, collaborate, and advise on key elements that prepare students for transition to postsecondary. These events provide space and time for administrators, counselors, and OnRamps to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
  - b. Deliver in-person or virtual presentations and/or workshops to MISD and its staff regarding OnRamps program overview, implementation, and strategies for success.
  - c. Deliver in-person or virtual presentations and/or workshops to the MISD community regarding OnRamps overview, implementation, and motivation/support for their child/student.
  - d. Provide a link for MISD to request and/or schedule in-person or on-line presentations. MISD is allotted one OnRamps presentation per campus in an academic year. Presentation requests must be made at least one week in advance. Requests are not guaranteed and will be scheduled based on availability of the OnRamps outreach team.
- N. The UT Austin course staff will:
- a. Conduct or co-conduct the Summer and one-day PLIs.
  - b. Assist MISD with OnRamps implementation by providing the necessary training to MISD high school teacher(s) before and during implementation.
  - c. Provide on-going, one-on-one feedback and guidance to the high school teacher.
  - d. Provide virtual coaching using OnRamps-approved online coaching medium for each OnRamps high school teacher to support their course implementation and enhance their professional practice.
  - e. Provide pedagogical and technology expertise and training in the discipline to UT Austin Faculty Leads and Instructors of Record overseeing distance college courses.
  - f. Assist UT Austin faculty and Instructors of Record to maintain the course for MISD students, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams to participating teachers and provide ongoing support with implementing the curriculum.

**Institutional Effectiveness**

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as MISD high school teachers and administration. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps MISD high school teacher(s) and classroom observations.
- a. OnRamps staff will alert MISD administration of any serious concerns regarding MISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If MISD implementation of the OnRamps course is deemed unsatisfactory, UT Austin reserves the right to deny the opportunity to

- offer the OnRamps course in the future or to require a replacement high school teacher.
- b. OnRamps staff will alert MISD administration of any concerns regarding high school teachers' ongoing ability or willingness to implement the course with quality and fidelity.
  - c. A UT Austin OnRamps MISD high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with UT Austin expectations and be given coaching and support through the course staff, OnRamps PLIs, virtual coaching, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement, OnRamps will notify MISD who will use its best efforts to identify an alternate high school teacher, and MISD will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
  - d. Should UT Austin deem an OnRamps MISD high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify MISD who will work with UT Austin to continue the course through an alternate teacher.
  - e. Any person performing Services under this Agreement on behalf of UT Austin must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.
- P. Appoint MISD high school teachers as UT Austin OnRamps Affiliates. As an OnRamps Affiliate, MISD high school teachers are eligible to receive university ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, and other benefits. Once an OnRamps MISD high school teacher is deemed not compatible with or in the best interest of the program, they cannot serve as an OnRamps high school teacher and cannot be affiliated with UT Austin.
- Q. Initiate and administer the process of sponsoring College and Departmental approval to assign qualified UT Austin faculty who assume primary responsibility for and exercise oversight of the OnRamps program/process.

### **Student Services**

- R. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- S. Provide online and phone-based technical support for OnRamps teachers and students using the curriculum when that support is not provided through Canvas LMS.

- T. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
- U. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with student distance college course writing assignments.
- V. Protect students' education records in accordance with FERPA policies.
- W. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- X. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

**Extended Student Absences [subject to MISD policies]**

- Y. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the MISD point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the OnRamps course in which enrolled. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
  - a. The administrator, OnRamps MISD high school teacher and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
    - i. If this occurs prior to the identified course census date, then the District/Charter will not be invoiced for this student.
    - ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.
- Z. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the MISD point of contact, campus principal and/or the high school instructor must notify the Associate Director of Enrollment Management immediately. Information needs to include the length of time the student is expected to be gone and whether the student will continue in the OnRamps course in which enrolled.

**4.2 Responsibilities of MISD [subject to MISD policies and applicable law]**

- A. Implement one or more OnRamps courses.

- a. Assign an MISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for MISD administration with OnRamps staff.
    - i. This MISD contact will provide up-to-date contact information for MISD and its campus administration. In the event there is a change in administration at MISD or at its campuses, the MISD contact will communicate those changes to their OnRamps Point-of-Contact.
  - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
    - i. Should MISD request an OnRamps presentation, MISD is responsible for organizing the event to include reserving appropriate meeting space, creating an agenda, and providing the technology/equipment needed for the presentation's format (screen, projector, microphone, etc).
  - c. Follow OnRamps recommendations for effective implementation:
    - i. OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Unless otherwise stated, OnRamps courses and AP courses should be taught as separate sections with separate MISD high school teachers. In the case of RHE 306 and RHE 309K, see subsection iii(1) below.
    - ii. As overseen by UT Austin faculty and based on the rigor of the course for students, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or weighting similar to that of AP. Not weighting OnRamps courses the same as AP courses may be detrimental to students' college application processes.
    - iii. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
      - 1. Prohibits the OnRamps course from being offered as an AP English course.
      - 2. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternately, a teacher may have a maximum of 60 students distributed in three or more sections.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with MISD policies.
- a. Minimum requirements for OnRamps new MISD high school teachers include:
    - i. Bachelor's degree in the discipline or a related field.
    - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
    - iii. Completed annual OnRamps teacher application.
    - iv. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of the FERPA module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. MISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-PLI

tasks may not be eligible to attend PLI. If MISD's high school teacher(s) does(do) not complete pre-PLI tasks before the start of the required Summer PLI, the decision to admit or deny such teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion.

- v. Successful completion of Summer PLI. New OnRamps MISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI.
    - 1. The MISD teacher assigned to the course **must** complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course, inclusive of OnRamps Summit. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
    - 2. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps MISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated on a case-by-case basis. See section D below for additional information.
  - vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
    - 1. Completion of the minimum number of virtual coaching uploads over the course of the academic year is required.
  - vii. Attendance at the Fall and Spring PLIs.
    - 1. MISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
  - viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
  - ix. Adhere to guidelines regarding OnRamps course content intellectual property. MISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
  - x. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- b. Minimum requirements for OnRamps returning MISD teachers include:

- i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
  - ii. Completed annual OnRamps teacher application.
  - iii. Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI.
  - iv. Completion of required tasks before the start of Summer PLI.
  - v. Successful participation in and completion of all required activities in Summer PLI.
  - vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
  - vii. Attendance at the Fall and Spring PLIs.
    1. MISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
  - viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
  - ix. Complete the minimum number of virtual coaching uploads over the course of the academic year.
  - x. Adhere to guidelines regarding OnRamps course content intellectual property. MISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
  - xi. Delivery OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- C. Ensure OnRamps MISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- a. Provide access to the OnRamps Portal and Canvas LMS. Participating MISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
  - b. Provide access to computer and internet, as specified by UT Austin, and adhere to requirements outlined in the OnRamps Technology Manual, once latest copy is provided to MISD.
  - c. Ensure that students in the OnRamps distance college course have daily, scheduled access to technology that meets the specifications defined by OnRamps. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
  - d. Graphing calculators.
  - e. Audio/visual projection and/or whiteboard.

- f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
  - g. For Biology, Geoscience, Physics and Chemistry, required lab materials.
  - h. The Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps MISD high school teachers implement the program with fidelity, including the following:
- a. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
  - b. Have students create a UT EID and register for OnRamps via the OnRamps Portal. **No** student may enroll in an OnRamps course six weeks after the start of the MISD school year, unless approved by OnRamps. If a student wishes to enroll in an OnRamps course after the six-week window, the UT Austin Instructor of Record will determine whether there is sufficient opportunity for the student to be eligible to earn college credit. If there is sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the distance college course. If there is not sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the course for high school credit only.
  - c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
  - d. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, Sibme virtual coaching, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, MISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
  - e. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
  - f. Notify course staff of MISD high school teacher absences that exceed three consecutive class days.
- E. Recruit and approve students to participate in the OnRamps courses.
- F. Ensure students enrolled in the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.
- G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
- a. Only students who have demonstrated the ability to successfully complete college-level work may attempt the UT Austin distance college course. Eligibility for the distance college course is determined by successful

completion of a series of required assignments designated and evaluated by the UT Austin Instructor of Record and course staff. A student must earn an average passing grade of D- or above on all required college assignments, or have met TSI eligibility as defined by UT Austin to be eligible for the opportunity to be dually enrolled in a UT Austin distance college course.

- H. Pay the annual program fee for access to the OnRamps curriculum, materials, technology tools, credit evaluation, and credit issuance.
- a. Cost of Materials and Services:
    - i. If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding Summer PLI and academic year workshops, outlined in this Agreement for MISD, will be defined on a per-student, per-course basis. Program costs will be evaluated and adjusted annually. The MISD annual program fees for each student enrolled in an OnRamps course for the 2021-2022 academic year are \$149, or \$99 for students identified free and reduced lunch, per student and per course.  
MISD is paying a subsidized rate. During the 2021-2022 school year the fee of \$249 or \$199 per student and per course enrolled in an OnRamps course is subsidized to \$149 or \$99. The remaining fee is being covered by OnRamps and applicable pending 87<sup>th</sup> legislative appropriation.
  - b. Timing of payment: The OnRamps program fee is assessed for each student registered in each OnRamps course on the designated course census date. Within the self-registration window at the beginning of each course, students may decide to drop out of an individual course OnRamps program. This means the student is no longer enrolled in the OnRamps program, even for the opportunity to earn high school credit, and is placed in a non-OnRamps course. The OnRamps team will run a census report on the identified census date of the year-long and fall semester courses and again on the identified census date in spring for spring semester courses and invoice the District based on enrollment at that time. Refunds will not be given at the end of a course if a student is not eligible for the opportunity to earn college credit in the course. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. For our year-long courses, a student not eligible to earn college credit may continue to be enrolled in the OnRamps course during the spring semester for the opportunity to earn high school credit. During the spring semester, UT Austin will continue to deliver the course materials and technology tools. OnRamps will send an invoice to MISD in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course. MISD is responsible for paying within 30 days of receipt of the invoice. If the invoice is not paid prior to the start of the next academic year, then the District is not allowed to participate in the program until they are in good standing. Pending 87<sup>th</sup> legislature appropriation, there will be no exchange of money between UT Austin and the District for the program credit. The Texas Education Agency will directly reimburse UT Austin for the partial annual per student, per course cost.
  - c. Cost of Professional Learning

- i. The cost of the OnRamps Summer and academic year PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:
      1. \$850 for new teachers
      2. \$550 for returning teachers
    - ii. MISD will be sent an invoice that itemizes the annual professional learning fees for each participating teacher of Summer PLI.
      1. The District is responsible for paying within 30 days of receipt of an undisputed invoice.
      2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Payment Act.
      3. OnRamps strongly recommends MISD provide a daily stipend to teachers participating in required PLIs.
  - I. Any person performing Services under this Agreement on behalf of MISD must be actively employed or eligible for employment by MISD and may not be on administrative leave. MISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If MISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.

## **5. Summer PLI Teacher Registration and Attendance**

- A. MISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of Summer PLI.
- B. Cancellation policy: All high school teachers must cancel their registration one week prior to PLI or will be subject to pay 100% of fees for room/board and meals for which those charges apply. MISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting.
- C. If a high school teacher registers for Summer PLI and is unable to attend, the teacher needs to communicate this change to the OnRamps Professional Learning coordinator one week prior to the start of Summer PLI. If the teacher does not take the necessary steps to communicate the attendance change, MISD will be:
  - a. Charged the full fee based on whether they are new or returning, for Summer PLI.
- D. If a high school teacher registers for Summer PLI and leaves prior to the end of PLI, fees will be assessed on a case-by-case basis.
- E. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, MISD will be:
  - a. Charged the full fee based on whether they are new or returning, for Summer PLI.
  - b. All materials provided to MISD for the course will need to be returned to OnRamps within 30 days or MISD will be responsible for fees associated with such course materials.

## **6. Educational Records and Data Sharing**

- A. MISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of

the OnRamps program according to FERPA, as well as applicable MISD policies, UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related services to MISD and for MISD's accountability reporting purposes, OnRamps requires specific student information from MISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.

- B. Following UT Austin's Institutional Review Board standards and policy, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and MISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention and support student success; 3) pertaining to whether college credit is earned, accepted, and/or declined; 4) to facilitate accurate recordkeeping; 5) to address academic integrity issues; and 6) for use in UT Austin outreach and recruitment. If either party obtains access to MISD and/or UT Austin records or record systems protected under FERPA, each party agrees to strictly adhere to the provisions of FERPA and its regulations. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access as required by FERPA.

#### **7. Governmental Function, Immunity, Record Protection, and Criminal History**

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity of similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on MISD or UT Austin not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

UT Austin further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, MISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs Services under this Agreement.

## **8. Indemnity**

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

## **9. Term and Termination**

This Agreement is effective on June 1, 2021, no matter the date fully executed by both Parties and covers a period beginning June 1, 2021 and ending August 31, 2022.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. MISD agrees any amounts owed for satisfactory Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

## **10. Ownership of Intellectual Property**

UT Austin and the OnRamps program shall own all intellectual property rights in or relating to OnRamps. Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable, eligible for registration as a trademark, or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

## **11. Contractual Relationship**

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

## **12. Disputes**

If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

### **13. Notice to Parties**

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given 1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

MISD at:

McAllen ISD  
2000 N. 23rd Street  
McAllen, TX 78501

UT Austin at:

Darrell Bazzell, Senior Vice President and Chief Financial Officer  
101 Inner Campus Dr, Ste 102  
Austin, TX 78712

With a copy to:

Office of Strategy and Policy  
2616 Wichita St.  
Austin, TX 78712  
Email: [sp.contracts@austin.utexas.edu](mailto:sp.contracts@austin.utexas.edu)

or such other address as later provided by a party through written notice to the other party.

### **14. Venue; Governing Law**

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

### **15. Mutual Negotiation**

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

### **16. Entire Agreement**

This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior

agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

#### **17. Amendment and Assignment**

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

#### **18. Survival**

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

#### **19. Confidentiality Provision**

Both Parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99.

#### **20. Cybersecurity Training Program**

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

#### **21. Access by Individuals with Disabilities**

Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either 1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or 2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

#### **22. Payment of Debt or Delinquency to the State**

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or

delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

**23. State Auditor’s Office**

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor’s Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\), 73.115\(c\) and 74.008\(c\), Education Code](#)). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

**24. Severability**

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

**25. Public Records**

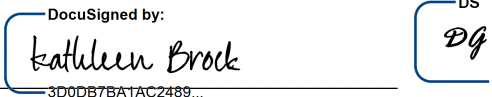
It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the Contracting Parties’ respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party  
McAllen ISD

Performing Party  
The University of Texas at Austin

By: \_\_\_\_\_

By:  DocuSigned by:  
Kathleen Brock  
3D0DB7BA7AC2489...

Name: Sam Saldivar, Jr.

Name: Kathleen Brock

Title: Board of Trustees, President

Title: Senior Director

Date: \_\_\_\_\_

Date: 2021-06-29 | 11:54:21 PDT

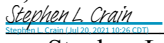
Approved as to form:  
Atlas, Hall & Rodriguez LLC  
by:   
Stephen L. Crain

Exhibit A  
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundation of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introduction to Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 206LA	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing and Rhetoric of American Identity	RHE 309K	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B  
Data Sharing Agreement

DATA SHARING AGREEMENT  
BY AND BETWEEN  
McAllen ISD  
AND  
OFFICE OF STRATEGY AND POLICY  
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, The McAllen ISD (“MISD”) agrees to provide individual student-level data to the Office of Strategy and Policy at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. MISD hereby appoints UT Austin as a legitimate educational official of MISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, UT Austin hereby appoints MISD as a legitimate educational official of UT Austin in accordance with FERPA. The Office of Strategy and Policy agrees to provide individual student-level data to MISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2022 unless terminated in writing by one or both Parties.

**1. Data type and exchange timeline**

MISD Designee for Student Data and Office of Strategy and Policy will coordinate data exchange for all OnRamps program participants for the 2021-2022 academic year, as follows:

Responsible Party	Time Period	Type of Data
Office of Strategy and Policy	August 2021 – July 2022	<p>Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the portal will be limited to pre-identified campus and MISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> <li>• Course enrollments</li> <li>• Eligibility status</li> <li>• Eligibility letter grade</li> <li>• Final letter grade</li> <li>• Credit decision (credit accepted or declined)</li> <li>• University transcript grade</li> </ul>

		<ul style="list-style-type: none"> <li>• Student qualifying status for free/reduced lunch</li> </ul>
MISD	December 2021 – February 2022	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides OnRamps with students' Economic Disadvantage Status.</p> <ul style="list-style-type: none"> <li>• TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)</li> </ul>
MISD	May 2022 – July 2022	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> <li>• High school grade in OnRamps course, semester 1</li> <li>• High school grade in OnRamps course, semester 2</li> <li>• High school grade in OnRamps course, cumulative</li> </ul>

## 2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by MISD and Office of Strategy and Policy.

Office of Strategy and Policy assures that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. Office of Strategy and Policy further assures that the data elements will not be released to a third party without written parental or student (as applicable) consent.

Any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure and locked area and to prevent unauthorized access.

All persons authorized to have access to the data have certified their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality ("Access to Confidential Data").

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



**196** \_\_\_\_\_  
**Superintendent of Schools**

**2022-093**  
**MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT**  
**SCHOOL DISTRICT AND R. BARRERA GROUP, LLC, DBA NEW HORIZONS**  
**LEARNING ACADEMY**  
**2021-2022**

This Memorandum of Understanding (“MOU”) is by and between **R. Barrera Group, LLC dba New Horizon Learning Academy**, 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).

Whereas CBPP meets component number two (2) is a Texas Rising Star program, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education 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 MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU 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 MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

**Term:**

The Term of this Memorandum of Understanding commences August 10, 2021 and ends on June 30, 2022 (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 three (3) 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:

**R. Barrera Group, LLC dba New Horizon Learning Academy**  
**Raisa Barrera**  
**5253 N. 23<sup>rd</sup> St.**  
**McAllen, TX 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;
- Implement MISD’s state adopted curriculum;
- 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 technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- 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-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- 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 or 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 **MISD**'s 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 and MISD requirements;

- Provide a CBPP assistant teacher with the credentials required by CBPP;
- 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; and
- Coordinate with MISD 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, and share resources 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 of the parties hereto and this 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 the Agreement, General Liability insurance of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of \$1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of \$1,000,000.00 for each accident, \$100,000.00 policy limit -disease, \$100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- 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 MOU.

### **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 Indemnitees**") 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 MOU 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 MOU 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 **MISD** may be liable. The provisions of this paragraph 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.

Executed effective as of 10<sup>th</sup> date of August, 2021.


**McAllen Independent School District**

By: \_\_\_\_\_  
Sam Saldivar Jr., President, Board of Trustees

**CBPP**  
**R. Barrera Group, LLC dba New Horizon Learning Academy**

By:   
Raise br (Aug 3, 2021 11:35 CDT)  
\_\_\_\_\_  
Raisa Barrera, Owner/Director


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

  
By: Stephen L. Crain (Aug 3, 2021 08:55 CDT)  
\_\_\_\_\_  
Stephen L. Crain

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:**   
Arely Benavides (Aug 6, 2021 09:30 CDT)

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



**203** \_\_\_\_\_  
**Superintendent of Schools**

**Summary Bid No. 2022-1000**

**Category A - Combined Total All Items (Service and Parts)**

Superior Alarms (Alan Yoder Enterprises, Inc.)	\$21,370.61	Primary
1st FP McAllen, LLC	\$27,115.00	Qualified
LMH & LMH, LLC dba Absolute Services	\$37,239.32	Qualified
Safeguard Fire & Security (JSJ Fire Inc)	\$38,406.42	Qualified

**Category B - Combined Total All Items (Service and Parts)**

Industrial Fire and Safety LLC.	\$3,813.00	Primary
Allied Fire Protection	\$4,442.00	Qualified

**Category C - Combined Total All Items (Service and Parts)**

Industrial Fire and Safety LLC.	\$1,560.00	Primary
Rmz Kleaning Zolutions LLC	\$1,880.00	Qualified

**Category D - Combined Total All Items (Service and Parts)**

Allied Fire Protection	\$36,224.00	Primary
1st FP McAllen, LLC	\$47,958.42	Qualified

**Category E - Combined Total All Items (Service and Parts)**

Allied Fire Protection	\$8,250.00	Primary
1st FP McAllen, LLC	\$13,800.00	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

*Alexandra Borsaglia*  
**SUBMITTED BY:** \_\_\_\_\_

*Cynthia Medrano-Richards*  
**SUPERVISOR:** \_\_\_\_\_

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

*J. Alexander*  
205 \_\_\_\_\_  
**Superintendent of Schools**

RFP 2021-1012 Trophies, T-shirts, Awards, Incentives, and Related Products and Services (Round 3)

	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	Ace Promotions	San Benito	TX	Qualified
2	America Team Sports	Richardson	TX	Qualified
3	Brand Boosters Co LLC	Mcallen	TX	Qualified
4	Brandit LLC	McAllen	TX	Qualified
5	Bull Market Promotions	Arlington	TX	Qualified
6	ELITE PROMOTIONS	Brownsville	TX	Qualified
7	getpoms.com	Dallas	TX	Qualified
8	Graphics Store	Fort Worth	TX	Qualified
9	HDL PROMOS LLC	WESLACO	TX	Qualified
10	lamac (Salvador Trey Gonzalez DBA Lamac)	Mcallen	TX	Qualified
11	Mancha Screenprint & Embroidery LLC.	McAllen	TX	Qualified
12	MCM Sporting Goods, Inc.	Mission	TX	Qualified
13	Positive Promotions, Inc.	Hauppauge	NY	Qualified
14	School Life, a division of imagestuff.com	SPRING	TX	Qualified
15	SSR JACKETS (CUSTOM CHENILLE EMBROIDERY, INC.)	DALLAS	TX	Qualified
16	Superior Trophies (McKnight Investments Inc)	Houston	TX	Qualified
17	Trevino's Digital Photography, Inc	Pharr	TX	Qualified
18	Winner's World (RGV Awards LLC)	Pharr	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

*Alexandra Bonaguidi*

**SUBMITTED BY:** \_\_\_\_\_

*Cynthia Medrano-Richards*

**SUPERVISOR:** \_\_\_\_\_

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

*J. Alexander*

207 \_\_\_\_\_  
**Superintendent of Schools**

2021-1020 Addendum 1

RFP - Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals (Round 4)

	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	CICIS Pizza #39, #79, #236, #281 (CCVALLEY, Inc)	McAllen	TX	Qualified
2	Main Event Entertainment	Plano	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

*Alexandra Borsaglia*  
**SUBMITTED BY:** \_\_\_\_\_

*Cynthia Medrano-Richards*  
**SUPERVISOR:** \_\_\_\_\_

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

*J. Alexander*  
\_\_\_\_\_  
209  
**Superintendent of Schools**



# Master Interlocal Agreement (MIA)

This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 11 (“ESC Region 11”) and McAllen Independent School District (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

## PREMISES

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

**WHEREAS**, the governing bodies of the Parties, individually and together , do hereby adopt and find the foregoing promises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

## AGREEMENT

- Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order contract, agreement, or other appropriate legal method from ESC Region 11; and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
- Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
- Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
- Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

### Local Government

McAllen Independent School District

Name of Local Government

2000 North 23rd Street McAllen, Texas 78501

Address of Local Government

Alejandra Gonzalez, Purchasing Director (956) 657-4480

Contact Name and Telephone Number

\_\_\_\_\_  
Board President or Authorized Rep Signature /Date

\_\_\_\_\_  
Board Approval Date (if applicable)

### ESC Region 11

1451 S. Cherry Lane  
White Settlement, Texas 76108  
Attn: Purchasing

\_\_\_\_\_  
Authorized ESC Representative Signature      Date

\_\_\_\_\_  
Authorized ESC Representative Title

Approved as to form:  
Atlas, Hall & Rodriguez, LLP

210

10/22/2020

by: Stephen L. Crain  
Stephen L. Crain (Aug 3, 2021 13:56 CDT)  
Stephen L. Crain

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** Andres Silva

**SUPERVISOR:** J. Todd Miller

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

*J. Alexander*

212 \_\_\_\_\_  
**Superintendent of Schools**

**ATTACHMENT A**

**REQUEST FOR PROPOSAL NO. 2021-1023  
VOLUNTARY/SUPPLEMENT INSURANCE PRODUCTS AND RELATED SERVICES**

**RECOMMENDED VENDORS**

<b><u>Product</u></b>	<b><u>Vendor</u></b>	<b><u>Agent</u></b>
<b>CANCER</b>	Colonial Life & Accident Insurance Company	Salazar Insurance Group
<b>HOSPITAL INDEMNITY</b>	United Healthcare Insurance Company	Salazar Insurance Group
<b>ACCIDENT</b>	United Healthcare Insurance Company	Salazar Insurance Group
<b>PERMANENT LIFE (WHOLE LIFE)</b>	Texas Life Insurance Company	Salazar Insurance Group
<b>TERM LIFE/ AD&amp;D</b>	Continental American Insurance Company dba Aflac	Continental American Insurance Company dba Aflac
<b>DISABILITY</b>	Continental American Insurance Company dba Aflac	Continental American Insurance Company dba Aflac
<b>VISION</b>	Metropolitan Life Insurance Company (Davis Vision)	Salazar Insurance Group
<b>LEGAL</b>	Legal Access Consulting, LLC dba LegalEASE	Legal Access Consulting, LLC dba LegalEASE

**ATTACHMENT B**

RFP No. 2021-1023 Voluntary Products (Cancer) <i>Criteria #4 based on Low Plan. Low plan is most populated plan</i>			Colonial Life	Allstate	Guardian Life
No.	Criteria	Max. Pts. 100			
	<b>Total Points</b>	<b>100</b>	<b>76.94</b>	<b>63.75</b>	<b>75.00</b>
	<b>Ranking</b>		<b>1</b>	<b>3</b>	<b>2</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>27.70</b>	<b>28.07</b>	<b>30.00</b>
	<b>Low Plan</b>				
	Employee Only \$13.50 Census: 564		\$13.50	\$11.74	\$12.15
	Employee + Family \$22.45 Census: 266		\$22.45	\$25.86	\$21.21
	<b>Annual Total: \$163,028.40</b>		<b>\$163,028</b>	<b>\$162,001</b>	<b>\$149,934</b>
	<b>High Plan</b>				
	Employee Only \$28.80 Census: 434		\$28.80	\$22.98	\$25.92
	Employee + Family \$47.80 Census: 389		\$47.80	\$53.00	\$45.02
	<b>Annual Total: \$373,120.80</b>		<b>\$373,121</b>	<b>\$367,084</b>	<b>\$345,145</b>
	<b>Combined Total:</b>		<b>\$536,149.20</b>	<b>\$529,085.28</b>	<b>\$495,078.24</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>
	AM Best Rating		2	3	3
	Max pts (3pts): A+ = 3 pts, A- to A = 2 pts, B+ below = 0 pts		A	A+	A+
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
	References:	3	3	3	3
	Max pts (3 pts): (1) pt for each reference		3 references	3 references	3 references
	Are customer service agents bilingual?	7	7	7	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	Yes	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>26</b>	<b>18</b>	<b>22</b>
	Radiation/Chemotherapy/Immunotherapy:	10	7	7	7
	Max pts (10 pts): Exceeds = (10) pts, Match = (7) pts, Below = (2) pts		\$5,000 max	\$5,000 max	\$5,000 max
	Bone Marrow Transplant:	10	7	0	0
	Max pts (10 pts): Exceeds = (10) pts, Match = (7) pts, Below = (0) pts		\$10,000 max	\$2,500 max	No Benefit
	New or Experimental Treatment:	5	3	0	0
	Max pts (5 pts): Exceeds = (5) pts, Match = (3) pts, Below = (0) pts		\$10,000 max	\$5,000 max	No Benefit
	First Occurrence Benefit:	5	3	0	5
	Max pts (5 pts): Exceeds = (5) pts, Match = (3) pts, Below = (0) pts		\$2,000 max	No Benefit	\$2,500 max
	Hospital Confinement:	5	3	3	5
	Max pts (5 pts): Exceeds = (5) pts, Match = (3) pts, Below = (0) pts		\$100 per day	\$100 per day	\$300 per day
	Ambulatory/Outpatient Surgical Benefit:	5	3	3	0
	Max pts (5 pts): Exceeds = (5) pts, Match = (3) pts, Below = (0) pts		\$250 per day	\$250 per day	No Benefit
	Is policy portable at same rate?:	5	0	5	5
	Max pts (5 pts): Max pts (5 pts): Yes = (5) pts, No = (0) pts		No	Yes	Yes
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		2	0	0
<b>6</b>	<b>HUB</b>	<b>0</b>			
	N/A				
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>9.23</b>	<b>4.68</b>	<b>10.00</b>
	Year 2		4.62	4.68	5.00
			\$536,149.20	\$529,085.28	\$495,078.24
	Year 3		4.62	0	5.00
			\$536,149.20	No rate	\$495,078.24
<b>8</b>	<b>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</b>				
	N/A				
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>				
	N/A				

ATTACHMENT C

RFP No. 2021-1023 Voluntary Products (Hospital Indemnity)			Colonial Life	Allstate	Assurity Life	Atlantic American	CHUBB Workplace	Cigna
No.	Criteria	Max. Pts. 100						
	<b>Total Points</b>	<b>100</b>	<b>57.59</b>	<b>41.59</b>	<b>48.71</b>	<b>57.13</b>	<b>41.88</b>	<b>47.12</b>
	<b>Ranking</b>		<b>4</b>	<b>15</b>	<b>10</b>	<b>5</b>	<b>14</b>	<b>12</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>10.19</b>	<b>15.93</b>	<b>9.21</b>	<b>13.60</b>	<b>7.61</b>	<b>13.59</b>
	Employee Only Census: 435		<b>Age Banded</b>	\$13.26	\$19.73	\$15.10	\$22.95	<b>Age Banded</b>
	Employee + Spouse Census: 53			\$25.74	\$39.82	\$27.20	\$50.96	
	Employee + Children Census: 70			\$16.12	\$37.95	\$23.25	\$42.46	
	Employee + Family Census: 144			\$28.21	\$55.31	\$33.35	\$70.47	
	<b>Annual Total: \$231,147</b>		<b>\$231,147.00</b>	<b>\$147,875.52</b>	<b>\$255,769.80</b>	<b>\$173,280.00</b>	<b>\$309,648.12</b>	<b>\$173,379.84</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>2</b>
	AM Best Rating		2	3	2	2	3	2
	Max pts (3 pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts		A	A+	A-	A-	A++	A
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>10</b>	<b>7</b>
	References:	3	3	3	3	0	3	0
	Max pts (3 pts): (1) pt for each reference		3 references	3 references	3 references	none	3 references	none
	Are customer service agents bilingual?	7	7	7	7	7	7	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	Yes	Yes	Yes	Yes	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>30</b>	<b>10</b>	<b>28</b>	<b>30</b>	<b>20</b>	<b>20</b>
	Hospital Admission:	15	10	10	10	10	10	10
	Max pts (15 pts): Exceeds = (15) pts, Match = (10) pts, Below = (0) pts		\$500	\$500	\$500	\$500	\$500	\$500
	Hospital Confinement	15	10	0	10	10	0	0
	(days): Max pts (15 pts): Exceeds = (15) pts, Match = (10) pts, Below = (0) pts		365 days	365 days	180 days	365 days	365 days	300 days
	Emergency Room:	7.5	5	0	0	5	5	5
	Max pts (7.5 pts): Max pts (7.5 pts): Exceeds = (7.5) pts, Match = (5) pts, Below = (0) pts		\$100	No Benefit	\$50	\$100	\$100	\$100
	Ambulance Benefit:	7.5	5	0	7.5	5	5	5
	Max pts (7.5 pts): Max pts (7.5 pts): Exceeds = (7.5) pts, Match = (5) pts, Below = (0) pts		\$100	No Benefit	\$200	\$100	\$100	\$100
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
			2	0	0	0	0	0
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		Yes	No	No	No	No	No
<b>6</b>	<b>HUB</b>	<b>0</b>						
	N/A							
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>3.40</b>	<b>2.66</b>	<b>0.00</b>	<b>4.53</b>	<b>1.27</b>	<b>4.53</b>
	Year 2	5	1.70	2.66	0.00	2.27	1.27	2.26
			\$231,147.00	\$147,875.52	No Rate	\$173,280.00	\$309,648.12	\$173,379.84
	Year 3	5	1.70	0.00	0.00	2.27	0.00	2.26
			\$231,147.00	No Rate	No Rate	\$173,280.00	No Rate	\$173,379.84
			<b>3 year rate</b>	<b>2 year rate</b>	<b>1 year</b>	<b>3 year rate</b>	<b>2 year rate</b>	<b>3 year rate</b>
<b>8</b>	<b>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</b>							
	N/A							
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>							
	N/A							

ATTACHMENT C

RFP No. 2021-1023 Voluntary Products (Hospital Indemnity)			Guardian Life	MetLife	Norland (Voya)	Securian Financial	The Hartford (Plan 2)	Trustmark (Financial Benefit Services)
No.	Criteria	Max. Pts. 100						
	<b>Total Points</b>	<b>100</b>	<b>48.10</b>	<b>58.34</b>	<b>39.57</b>	<b>51.29</b>	<b>56.67</b>	<b>54.05</b>
	<b>Ranking</b>		<b>11</b>	<b>3</b>	<b>16</b>	<b>9</b>	<b>6</b>	<b>8</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>11.32</b>	<b>25.01</b>	<b>9.42</b>	<b>15.22</b>	<b>15.88</b>	<b>11.29</b>
	Employee Only Census: 435		<b>Age Banded</b>	\$7.71	\$20.41	\$13.59	\$11.18	\$17.84
	Employee + Spouse Census: 53			\$14.48	\$37.77	\$22.68	\$21.08	\$31.04
	Employee + Children Census: 70			\$12.87	\$34.82	\$20.93	\$21.96	\$26.57
	Employee + Family Census: 144			\$19.64	\$52.18	\$30.02	\$33.65	\$42.57
	<b>Annual Total: \$231,147</b>		<b>\$208,077.60</b>	<b>\$94,204.20</b>	<b>\$249,977.76</b>	<b>\$154,820.04</b>	<b>\$148,360.08</b>	<b>\$208,746.00</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>2</b>
	AM Best Rating		3	3	2	3	3	2
	Max pts (3 pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts		A++	A+	A	A+	A+	A-
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>10</b>	<b>3</b>	<b>10</b>	<b>7</b>
	References:	3	3	0	3	3	3	0
	Max pts (3 pts): (1) pt for each reference		3 references	none	3 references	3 references	3 references	none
	Are customer service agents bilingual?	7	7	7	7	0	7	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	Yes	Yes	No	Yes	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>20</b>	<b>15</b>	<b>15</b>	<b>25</b>	<b>23</b>	<b>30</b>
	Hospital Admission:	15	10	10	15	10	10	10
	Max pts (15 pts): Exceeds = (15) pts, Match = (10) pts, Below = (0) pts		\$500	\$500	\$1,100	\$500	\$500	\$500
	Hospital Confinement	15	0	0	0	10	0	10
	(days): Max pts (15 pts): Exceeds = (15) pts, Match = (10) pts, Below = (0) pts		365 days	30 days	3 days	365 days	360 days	365 days
	Emergency Room:	7.5	5	0	0	5	7.5	5
	Max pts (7.5 pts): Max pts (7.5 pts): Exceeds = (7.5) pts, Match = (5) pts, Below = (0) pts		\$100	\$100	No Benefit	\$100	\$200	\$100
	Ambulance Benefit:	7.5	5	5	0	0	5	5
	Max pts (7.5 pts): Max pts (7.5 pts): Exceeds = (7.5) pts, Match = (5) pts, Below = (0) pts		\$100	\$100	No Benefit	No Benefit	\$100	\$100
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
			0	0	0	0	0	0
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		No	No	No	No	No	No
<b>6</b>	<b>HUB</b>	<b>0</b>						
	N/A							
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>3.77</b>	<b>8.34</b>	<b>3.14</b>	<b>5.07</b>	<b>5.29</b>	<b>3.76</b>
	Year 2	5	1.89	4.17	1.57	2.54	2.65	1.88
			\$208,077.60	\$94,204.20	\$249,977.76	\$154,820.04	\$148,360.08	\$208,746.00
	Year 3	5	1.89	4.17	1.57	2.54	2.65	1.88
			\$208,077.60	\$94,204.20	\$249,977.76	\$154,820.04	\$148,360.08	\$208,746.00
			3 year rate	3 year rate	3 year rate	3 year rate	3 year rate	3 year rate
<b>8</b>	<b>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</b>							
	N/A							
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>							
	N/A							

ATTACHMENT C

RFP No. 2021-1023 Voluntary Products (Hospital Indemnity)			Trustmark (Salazar Insurance Group)	United Healthcare	UNUM	WellFleet Workplace (Plan 2)
No.	Criteria	Max. Pts. 100				
	<b>Total Points</b>	<b>100</b>	<b>42.28</b>	<b>74.00</b>	<b>69.66</b>	<b>55.50</b>
	<b>Ranking</b>		<b>13</b>	<b>1</b>	<b>2</b>	<b>7</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>9.96</b>	<b>30.00</b>	<b>23.00</b>	<b>11.62</b>
	Employee Only Census: 435		<b>Age Banded</b>	\$6.20	\$8.87	\$15.28
	Employee + Spouse Census: 53			\$11.47	\$16.64	\$33.59
	Employee + Children Census: 70			\$10.83	\$12.51	\$26.86
	Employee + Family Census: 144			\$17.23	\$20.28	\$45.73
	<b>Annual Total: \$231,147</b>		<b>\$236,447.28</b>	<b>\$78,529.56</b>	<b>\$102,436.68</b>	<b>\$202,708.68</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>3</b>
	AM Best Rating		<b>2</b>	<b>2</b>	<b>2</b>	<b>3</b>
	Max pts (3pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts		<b>A-</b>	<b>A</b>	<b>A</b>	<b>A++</b>
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>
	References:	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (3 pts): (1) pt for each reference		<b>none</b>	<b>none</b>	<b>none</b>	<b>none</b>
	Are customer service agents bilingual?	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>20</b>	<b>25</b>	<b>30</b>	<b>30</b>
	Hospital Admission:	<b>15</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
	Max pts (15 pts): Exceeds = (15) pts, Match = (10) pts, Below = (0) pts		<b>\$500</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>
	Hospital Confinement	<b>15</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
	(days): Max pts (15 pts): Exceeds = (15) pts, Match = (10) pts, Below = (0) pts		<b>365 days</b>	<b>365 days</b>	<b>365 days</b>	<b>365 days</b>
	Emergency Room:	<b>7.5</b>	<b>0</b>	<b>5</b>	<b>5</b>	<b>5</b>
	Max pts (7.5 pts): Max pts (7.5 pts): Exceeds = (7.5) pts, Match = (5) pts, Below = (0) pts		<b>No Benefit</b>	<b>\$100</b>	<b>\$100</b>	<b>\$100</b>
	Ambulance Benefit:	<b>7.5</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>5</b>
	Max pts (7.5 pts): Max pts (7.5 pts): Exceeds = (7.5) pts, Match = (5) pts, Below = (0) pts		<b>No Benefit</b>	<b>No Benefit</b>	<b>\$100</b>	<b>\$100</b>
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>6</b>	<b>HUB</b>	<b>0</b>				
	N/A					
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>3.32</b>	<b>10.00</b>	<b>7.67</b>	<b>3.87</b>
	Year 2	<b>5</b>	<b>1.66</b>	<b>5.00</b>	<b>3.83</b>	<b>1.94</b>
			<b>\$236,447.28</b>	<b>\$78,529.56</b>	<b>\$102,436.68</b>	<b>\$202,708.68</b>
	Year 3	<b>5</b>	<b>1.66</b>	<b>5.00</b>	<b>3.83</b>	<b>1.94</b>
			<b>\$236,447.28</b>	<b>\$78,529.56</b>	<b>\$102,436.68</b>	<b>\$202,708.68</b>
			<b>3 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>
<b>8</b>	<b>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</b>					
	N/A					
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>					
	N/A					

ATTACHMENT D

RFP No. 2021-1023 Voluntary Products (Group Accident)			Colonial Life	Allstate (Option1)	Assurity Life	Atlantic American	CHUBB Workplace
No.	Criteria	Max. Pts. 100					
	<b>Total Points</b>	<b>100</b>	<b>62.53</b>	<b>43.93</b>	<b>43.83</b>	<b>55.56</b>	<b>59.93</b>
	<b>Ranking</b>		<b>6</b>	<b>15</b>	<b>16</b>	<b>11</b>	<b>8</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>14.65</b>	<b>21.37</b>	<b>20.83</b>	<b>16.92</b>	<b>15.37</b>
	Employee Only \$11.59 Census: 625		\$11.59	\$6.84	\$8.04	\$9.20	\$10.92
	Employee + Children \$23.10 Census: 146		\$18.97	\$11.81	\$13.78	\$14.57	\$18.20
	Employee + Spouse \$18.97 Census: 131		\$23.10	\$17.83	\$14.92	\$19.52	\$22.36
	Employee + Family \$30.48 Census: 210		\$30.48	\$23.78	\$22.28	\$30.48	\$29.12
	<b>Annual Total: \$234,026.64</b>		<b>\$233,283.24</b>	<b>\$159,945.48</b>	<b>\$164,042.40</b>	<b>\$202,021.68</b>	<b>\$222,318.72</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>3</b>
	AM Best Rating		2	3	2	2	3
	Max pts (3pts): A+ = 3 pts, A- to A = 2 pts, B+ below = 0 pts		A	A+	A-	A-	A++
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>10</b>
	References:	3	3	3	3	0	3
	Max pts (3 pts): (1) pt for each reference		3 references	3 references	3 references	none	3 references
	Are customer service agents bilingual?	7	7	7	7	7	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	Yes	Yes	Yes	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>29</b>	<b>6</b>	<b>11</b>	<b>24</b>	<b>29</b>
	Hospital Admission:	5	3	3	3	3	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$1000	\$1,000	\$1,000	\$1,000	\$1,000
	Accident Emergency Treatment:	5	3	3	3	3	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$150	\$150	\$150	\$150	\$150
	Accidental Death Benefit (Employee):	10	7	0	0	7	7
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts)		\$50,000	\$20,000	\$40,000	\$50,000	\$50,000
	Accidental Death Benefit (Common Carrier):	10	7	0	0	0	7
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts)		\$200,000	\$50,000	\$100,000	\$100,000	\$200,000
	Surgical Benefit (Cranial, Thoracic):	5	3	0	5	3	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$1500	\$1,000	\$2,000	\$1,500	\$1,500
	Physical Therapy Benefit:	5	3	0	0	5	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$45 per day (10) day max	\$30 per day (6) max	\$30 per day (6) max	\$45 per day (20) max	\$45 per day (10) max
	Medical Imaging Study Benefit:	5	3	0	0	3	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$200	\$50	\$75	\$200	\$200
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		Yes	No	No	No	No
<b>6</b>	<b>HUB</b>	<b>0</b>					
	N/A						
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>4.88</b>	<b>3.56</b>	<b>0.00</b>	<b>5.64</b>	<b>2.56</b>
	Year 2	5	2.44	3.56	0.00	2.82	2.56
			\$233,283.24	\$159,945.48	No Rate	\$202,021.68	\$222,318.72
	Year 3		2.44	0.00	0.00	2.82	0.00
		5	\$233,283.24	No Rate	No Rate	\$202,021.68	No Rate
			3 year rate	2 year rate	1 year rate	3 year rate	2 year rate
<b>8</b>	<b>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</b>						
	N/A						
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>						
	N/A						

ATTACHMENT D

RFP No. 2021-1023 Voluntary Products (Group Accident)			Cigna	Guardian Life	Lincoln Financial	MetLife	Mutual of Omaha
No.	Criteria	Max. Pts. 100					
	<b>Total Points</b>	<b>100</b>	<b>61.04</b>	<b>58.70</b>	<b>45.55</b>	<b>71.93</b>	<b>51.21</b>
	<b>Ranking</b>		<b>7</b>	<b>9</b>	<b>14</b>	<b>2</b>	<b>12</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>19.53</b>	<b>16.28</b>	<b>17.67</b>	<b>23.20</b>	<b>17.32</b>
	Employee Only \$11.59 Census: 625		\$8.69	\$10.43	\$10.12	\$6.83	\$9.03
	Employee + Children \$23.10 Census: 146		\$14.23	\$17.07	\$16.54	\$13.36	\$15.28
	Employee + Spouse \$18.97 Census: 131		\$17.33	\$20.79	\$17.74	\$15.98	\$20.55
	Employee + Family \$30.48 Census: 210		\$22.86	\$27.43	\$24.08	\$18.87	\$27.98
	<b>Annual Total: \$234,026.64</b>		<b>\$174,955.92</b>	<b>\$209,937.12</b>	<b>\$193,446.96</b>	<b>\$147,304.68</b>	<b>\$197,309.76</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
	AM Best Rating		2	3	3	3	3
	Max pts (3pts): A+ = 3 pts, A- to A = 2 pts, B+ below = 0 pts		A	A++	A+	A+	A+
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>7</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>7</b>
	References:	3	0	3	3	0	0
	Max pts (3 pts): (1) pt for each reference		none	3 references	3 references	none	none
	Are customer service agents bilingual?	7	7	7	7	7	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	Yes	Yes	Yes	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>26</b>	<b>24</b>	<b>9</b>	<b>31</b>	<b>21</b>
	Hospital Admission:	5	3	3	3	3	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Accident Emergency Treatment:	5	5	3	3	3	5
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$200	\$150	\$150	\$150	\$200
	Accidental Death Benefit (Employee):	10	7	7	0	7	7
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts)		\$50,000	\$50,000	\$25,000	\$50,000	\$50,000
	Accidental Death Benefit (Common Carrier):	10	0	0	0	7	0
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts)		\$200,000	\$100,000	\$50,000	\$200,000	\$150,000
	Surgical Benefit (Cranial, Thoracic):	5	3	3	3	5	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$1,500	\$1,500	\$1,500	\$2,000	\$1,500
	Physical Therapy Benefit:	5	5	5	0	3	0
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$45 per day (10) day max	\$50 per day (10) max	\$35 per day (6) max	\$45 per day (10) max	\$25 per day (10) max
	Medical Imaging Study Benefit:	5	3	3	0	3	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$200	\$200	\$150	\$200	\$200
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		No	No	No	No	No
<b>6</b>	<b>HUB</b>	<b>0</b>					
	N/A						
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>6.51</b>	<b>5.43</b>	<b>5.89</b>	<b>7.73</b>	<b>2.89</b>
	Year 2	5	3.26	2.71	2.94	3.87	2.89
			\$174,955.92	\$209,937.12	\$193,446.96	\$147,304.68	\$197,309.76
	Year 3		3.26	2.71	2.94	3.87	0.00
		5	\$174,955.92	\$209,937.12	\$193,446.96	\$147,304.68	No Rate
			3 year rate	3 year rate	3 year rate	3 year rate	2 year rate
<b>8</b>	<b>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</b>						
	N/A						
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>						
	N/A						

ATTACHMENT D

RFP No. 2021-1023 Voluntary Products (Group Accident)			Norland (Voya) Level 2	Securian Financial	The Hartford	Trustmark (Financial Benefit Services)	Trustmark (Salazar Insurance Group)
No.	Criteria	Max. Pts. 100					
	<b>Total Points</b>	<b>100</b>	<b>58.29</b>	<b>64.94</b>	<b>78.63</b>	<b>63.75</b>	<b>40.11</b>
	<b>Ranking</b>		<b>10</b>	<b>4</b>	<b>*</b>	<b>5</b>	<b>17</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>24.97</b>	<b>24.71</b>	<b>24.47</b>	<b>16.31</b>	<b>15.83</b>
	Employee Only \$11.59 Census: 625		\$6.13	\$6.18	\$7.16	\$10.63	\$11.01
	Employee + Children \$23.10 Census: 146		\$12.27	\$10.73	\$11.28	\$16.12	\$15.73
	Employee + Spouse \$18.97 Census: 131		\$13.18	\$13.87	\$11.95	\$20.39	\$22.92
	Employee + Family \$30.48 Census: 210		\$19.32	\$20.38	\$18.81	\$27.56	\$27.65
	<b>Annual Total: \$234,026.64</b>		<b>\$136,877.40</b>	<b>\$138,310.20</b>	<b>\$139,649.16</b>	<b>\$209,471.52</b>	<b>\$215,842.20</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>2</b>
	AM Best Rating		2	3	3	2	2
	Max pts (3pts): A+ = 3 pts, A- to A = 2 pts, B+ below = 0 pts		A	A+	A+	A-	A-
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>3</b>	<b>10</b>	<b>7</b>	<b>7</b>
	References:	3	3	3	3	0	0
	Max pts (3 pts): (1) pt for each reference		3 references	3 references	3 references	none	none
	Are customer service agents bilingual?	7	7	0	7	7	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	No	Yes	Yes	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>13</b>	<b>26</b>	<b>33</b>	<b>33</b>	<b>10</b>
	Hospital Admission:	5	5	3	5	3	5
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$1,000	\$1,125	\$1,000	\$1,750	\$1,500
	Accident Emergency Treatment:	5	5	5	3	5	5
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$150	\$200	\$300	\$150	\$200
	Accidental Death Benefit (Employee):	10	0	7	7	7	0
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts)		\$50,000	\$30,000	\$50,000	\$50,000	\$25,000
	Accidental Death Benefit (Common Carrier):	10	0	7	7	7	0
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts)		\$200,000	\$65,000	\$100,000	\$200,000	\$50,000
	Surgical Benefit (Cranial, Thoracic):	5	0	3	3	3	0
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$1500	\$1,000	\$1,500	\$1,500	\$1,250
	Physical Therapy Benefit:	5	0	5	5	5	0
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$45 per day (10) day max	\$40 per day (6) max	\$50 per day (10) max	\$50 per day (10) max	\$50 per day (6) max
	Medical Imaging Study Benefit:	5	3	3	3	3	0
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$200	\$200	\$200	\$200	No Benefit
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		No	No	No	No	No
<b>6</b>	<b>HUB</b>	<b>0</b>					
	N/A						
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>8.32</b>	<b>8.24</b>	<b>8.16</b>	<b>5.44</b>	<b>5.28</b>
	Year 2	5	4.16	4.12	4.08	2.72	2.64
			\$136,877.40	\$138,310.20	\$139,649.16	\$209,471.52	\$215,842.20
	Year 3		4.16	4.12	4.08	2.72	2.64
		5	\$136,877.40	\$138,310.20	\$139,649.16	\$209,471.52	\$215,842.20
			3 year rate	3 year rate	3 year rate	3 year rate	3 year rate
<b>8</b>	<b>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</b>						
	N/A						
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>						
	N/A						

\*Proposal was contingent upon award of multiple products. Vendor was not highest ranked in other products.

ATTACHMENT D

RFP No. 2021-1023 Voluntary Products (Group Accident)			United Healthcare	UNUM	WellFleet Workplace
No.	Criteria	Max. Pts.			
	<b>Total Points</b>	<b>100</b>	<b>72.00</b>	<b>48.11</b>	<b>65.37</b>
	<b>Ranking</b>		<b>1</b>	<b>13</b>	<b>3</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>30.00</b>	<b>14.34</b>	<b>15.27</b>
	Employee Only \$11.59 Census: 625		\$5.38	\$10.74	\$10.65
	Employee + Children \$23.10 Census: 146		\$8.32	\$18.52	\$18.33
	Employee + Spouse \$18.97 Census: 131		\$11.01	\$25.85	\$22.42
	Employee + Family \$30.48 Census: 210		\$16.54	\$33.63	\$30.36
	<b>Annual Total: \$234,026.64</b>		<b>\$113,915.16</b>	<b>\$238,380.84</b>	<b>\$223,740.60</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>3</b>
	AM Best Rating		2	2	3
	Max pts (3pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts		A	A	A++
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>7</b>	<b>7</b>	<b>7</b>
	References:	3	0	0	0
	Max pts (3 pts): (1) pt for each reference		none	none	none
	Are customer service agents bilingual?	7	7	7	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	Yes	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>23</b>	<b>20</b>	<b>35</b>
	Hospital Admission:	5	3	3	5
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$1,000	\$1,000	\$1,500
	Accident Emergency Treatment:	5	3	5	5
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$150	\$200	\$200
	Accidental Death Benefit (Employee):	10	7	7	7
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts)		\$50,000	\$50,000	\$50,000
	Accidental Death Benefit (Common Carrier):	10	7	0	7
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts)		\$200,000	\$50,000	\$200,000
	Surgical Benefit (Cranial, Thoracic):	5	3	0	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$1,500	\$1,000	\$1,500
	Physical Therapy Benefit:	5	0	5	5
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$45 per day (10) day max	\$25 per day (10) max	\$40 per day (15) max
	Medical Imaging Study Benefit:	5	0	0	3
	Max pts (5 pts): Exceeds = (5) pts, Match = (3 pts), Below = (0 pts)		\$200	\$163	\$100
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		No	No	No
<b>6</b>	<b>HUB</b>	<b>0</b>			
	N/A				
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>10.00</b>	<b>4.78</b>	<b>5.09</b>
	Year 2	5	5.00	2.39	2.55
			\$113,915.16	\$238,380.84	\$223,740.60
	Year 3		5.00	2.39	2.55
		5	\$113,915.16	\$238,380.84	\$223,740.60
			<b>3 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>
<b>8</b>	<b>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</b>				
	N/A				
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>				
	N/A				

\*Proposal was contingent upon award of multiple products. Vendor was highest ranked on other products.

ATTACHMENT E

RFP No. 2021-1023 Voluntary Products (Whole Life)			Texas Life Insurance	CHUBB Workplace Plan #2	Assurity Life	Atlantic American	Trustmark	Texas Republic Life
No.	Criteria	Max. Pts. 100						
	<b>Total Points</b>	<b>100</b>	<b>85.66</b>	<b>73.66</b>	<b>85.00</b>	<b>71.48</b>	<b>62.11</b>	<b>68.59</b>
	<b>Ranking</b>		<b>1</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>6</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>23.66</b>	<b>23.66</b>	<b>30.00</b>	<b>14.48</b>	<b>15.11</b>	<b>24.59</b>
	<b>Policy Premium (\$50,000 face amount, average age 45 years old)</b>		<b>\$59.25</b>	<b>\$54.33</b>	<b>\$42.85</b>	<b>\$88.79</b>	<b>\$85.08</b>	<b>\$52.27</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>
	AM Best Rating		3	3	3	2	2	2
	Max pts (3pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts		A+	A++	A+	A-	A	A
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>5</b>
	Years in business	10	10	10	10	10	10	5
	Max pts (10 pts): 25+ years = (10) pts, 15-24 years = (7) pts, 0-14 years (5) pts		120 years	99 years	131 years	66 years	108 years	5 years
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>40</b>	<b>30</b>	<b>40</b>	<b>35</b>	<b>35</b>	<b>30</b>
	Does policy include accerlated death benefits	10	10	10	10	10	10	10
	Max pts (10 pts): Yes = 10 pts, No = 0 pts		yes	yes	yes	yes	yes	yes
	Is policy conditional guaranteed issued	10	10	10	10	10	10	10
	Max pts (10 pts): Yes = 10 pts, No = 0 pts		yes	yes-GI 15% participation	yes - GI	yes - GI	yes- GI 10 ppl min	yes - GI
	Is AD&D included in the policy	10	10	0	10	0	0	0
	Max pts (10 pts): Yes = 10 pts, No = 0 pts		yes	no	yes	no	no	no
	Is policy portable	10	10	10	10	10	10	10
	Max pts (10 pts): Yes = 10 pts, No = 0 pts		yes	yes	yes	yes	yes	yes
	Does policy include waiver of premium	5	0	0	0	5	5	0
	Max pts (5 pts): Yes = 5 pts, No = 0 pts		no	no	no	yes	yes	no
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		2	0	0	0	0	0
<b>6</b>	<b>HUB</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>7</b>	<b>7</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>7</b>
	Are rates guaranteed to age	10	7	7	2	10	0	7
	Max pts (10 pts): Life of policy = (10) pts, > than 20 years = (7) pts, 1-20 years (2) pts		27-55 years	Longer of 25 or age 70	1/2 policy is 10 year term	Life	Not Specified	average 30 years
<b>8</b>	<b>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</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

ATTACHMENT E

RFP No. 2021-1023 Voluntary Products (Whole Life)			UNUM	Allstate
No.	Criteria	Max. Pts. 100		
	<b>Total Points</b>	<b>100</b>	<b>69.78</b>	<b>62.14</b>
	<b>Ranking</b>		<b>5</b>	<b>7</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>19.78</b>	<b>24.14</b>
	<b>Policy Premium</b> <i>(\$50,000 face amount, average age 45 years old)</i>		<b>\$65</b>	<b>\$53.26</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>0</b>	<b>3</b>
	AM Best Rating		Not Provided	3
	<i>Max pts (3pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts</i>		0	A+
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>10</b>
	Years in business	10	10	10
	<i>Max pts (10 pts): 25+ years = (10) pts, 15-24 years = (7) pts, 0-14 years (5) pts</i>		173 years	65 years
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>30</b>	<b>25</b>
	Does policy include accerlated death benefits	10	10	0
	<i>Max pts (10 pts): Yes = 10 pts, No = 0 pts</i>		yes	no
	Is policy conditional guaranteed issued	10	10	10
	<i>Max pts (10 pts): Yes = 10 pts, No = 0 pts</i>		yes	yes
	Is AD&D included in the policy	10	0	0
	<i>Max pts (10 pts): Yes = 10 pts, No = 0 pts</i>		no	no
	Is policy portable	10	10	10
	<i>Max pts (10 pts): Yes = 10 pts, No = 0 pts</i>		yes	yes
	Does policy include waiver of premium	5	0	5
	<i>Max pts (5 pts): Yes = 5 pts, No = 0 pts</i>		no	yes
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>0</b>	<b>0</b>
	<i>Max pts (2 pts): Yes = 2 pts, No = 0 pts</i>		0	0
<b>6</b>	<b>HUB</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>10</b>	<b>0</b>
	Are rates guaranteed to age	10	10	0
	<i>Max pts (10 pts): Life of policy = (10) pts, &gt; than 20 years = (7) pts, 1-20 years (2) pts</i>		Life	Not Specified
<b>8</b>	<b>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</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>	<b>0</b>	<b>0</b>	<b>0</b>

ATTACHMENT F

RFP No. 2021-1023 Voluntary Products (Term Life & AD&D)			Dearborn National (BCBS)	Aflac	Life Insurance Company of North America	Lincoln Financial	MetLife	Securian Financial (Minnesota Life)	UNUM
No.	Criteria	Max. Pts. 100							
	<b>Total Points</b>	<b>100</b>	<b>92.62</b>	<b>98.00</b>	<b>78.88</b>	<b>85.79</b>	<b>81.33</b>	<b>76.68</b>	<b>83.68</b>
	<b>Ranking</b>		<b>2</b>	<b>1</b>	<b>6</b>	<b>3</b>	<b>5</b>	<b>7</b>	<b>4</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>26.72</b>	<b>30.00</b>	<b>21.66</b>	<b>20.84</b>	<b>19.75</b>	<b>23.01</b>	<b>24.51</b>
	<b>Based on rate per \$1,000</b>								
	>25	\$0.024	\$0.027	\$0.024	\$0.034	\$0.035	\$0.040	\$0.032	\$0.029
	25-29	\$0.024	\$0.027	\$0.024	\$0.034	\$0.035	\$0.040	\$0.032	\$0.029
	30-34	\$0.029	\$0.033	\$0.029	\$0.041	\$0.042	\$0.050	\$0.040	\$0.037
	35-39	\$0.029	\$0.033	\$0.029	\$0.041	\$0.042	\$0.050	\$0.040	\$0.037
	40-44	\$0.047	\$0.053	\$0.047	\$0.067	\$0.068	\$0.076	\$0.063	\$0.059
	45-49	\$0.084	\$0.096	\$0.084	\$0.120	\$0.122	\$0.136	\$0.114	\$0.106
	50-54	\$0.130	\$0.148	\$0.130	\$0.186	\$0.189	\$0.210	\$0.177	\$0.164
	55-59	\$0.230	\$0.262	\$0.230	\$0.329	\$0.334	\$0.372	\$0.312	\$0.289
	60-64	\$0.364	\$0.413	\$0.364	\$0.520	\$0.529	\$0.588	\$0.492	\$0.456
	65-69	\$0.625	\$0.711	\$0.625	\$0.894	\$0.909	\$1.010	\$0.847	\$0.784
	70-74	\$1.749	\$1.989	\$1.749	\$2.501	\$2.543	\$2.060	\$2.060	\$2.060
	75+	\$1.749	\$1.989	\$1.749	\$2.501	\$2.543	\$2.060	\$2.060	\$2.060
	AD&D	\$0.020	\$0.020	\$0.020	\$0.020	\$0.025	\$0.020	\$0.020	\$0.020
	Annual Total Term Life	\$722,587	\$821,869	\$722,587	\$1,032,303	\$1,049,675	\$1,140,261	\$967,034	\$902,937
	Annual Total AD&D	\$81,943	\$81,493	\$81,943	\$81,943	\$108,274	\$81,943	\$81,943	\$81,943
		\$804,530	\$903,362	\$804,530	\$1,114,246	\$1,157,949	\$1,222,204	\$1,048,977	\$984,880
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>
	AM Best Rating		<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>
	Max pts (3pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts		A	A+	A++	A+	A+	A+	A
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>10</b>	<b>7</b>	<b>3</b>	<b>7</b>
	References:	3	3	3	0	3	0	3	0
	Max pts (3 pts): (1) pt for each reference		3 references	3 references	None	3 references	None	3 references	None
	Are customer service agents bilingual?	7	7	7	7	7	7	0	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	Yes	Yes	Yes	Yes	No	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>45</b>	<b>45</b>	<b>40</b>	<b>45</b>	<b>45</b>	<b>40</b>	<b>40</b>
	Waiver of Premium provision included?:	5	5	5	5	5	5	5	5
	Max pts (5 pts): Yes = (5) pts, No = (0) pts		yes	yes	yes	yes	yes	yes	yes
	Is policy portable?:	10	10	10	10	10	10	10	10
	Max pts (10 pts): Yes = (10) pts, No = (0) pts		yes	yes	yes	yes	yes	yes	yes
	Is policy convertible?:	5	5	5	5	5	5	5	5
	Max pts (5 pts): Yes = (5) pts, No = (0) pts		yes	yes	yes	yes	yes	yes	yes
	Does policy include accelerated death benefit for terminal illness?:	15	15	15	15	15	15	15	15
	Max pts (15 pts): Yes = (15) pts, No = (0) pts		yes	yes	yes	yes	yes	yes	yes
	Average claim processing time?:	10	10	10	5	10	10	5	5
	Max pts (10 pts): 0-7 days = (10) pts, 8+ days = (5) pts		7 days	5 days	10 days	5 days	5 days	10 days	9 days
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
			0	0	0	0	0	0	2
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		No	No	No	No	No	No	Yes
<b>6</b>	<b>HUB</b>	<b>0</b>							
	N/A								
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>8.91</b>	<b>10.00</b>	<b>7.22</b>	<b>6.95</b>	<b>6.58</b>	<b>7.67</b>	<b>8.17</b>
	Year 2		<b>4.45</b>	<b>5.00</b>	<b>3.61</b>	<b>3.47</b>	<b>3.29</b>	<b>3.83</b>	<b>4.08</b>
			903362.00	804530.00	1114246.00	1157949.00	1222204.00	1048977.00	984880.00
	Year 3		<b>4.45</b>	<b>5.00</b>	<b>3.61</b>	<b>3.47</b>	<b>3.29</b>	<b>3.83</b>	<b>4.08</b>
			903362.00	804530.00	1114246.00	1157949.00	1222204.00	1048977.00	984880.00
<b>8</b>	<b>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</b>								
	N/A								
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>								
	N/A								

ATTACHMENT G

RFP No. 2021-1023 Voluntary Products (Disability) <i>Criteria #1 based on Option A. Option A plan is most populated plan.</i>			UNUM	Aflac	Life Insurance of North America (Cigna)	Securian Financial	The Hartford
No.	Criteria	Max. Pts. 100					
	<b>Total Points</b>	<b>100</b>	<b>86</b>	<b>96</b>	<b>87</b>	<b>80</b>	<b>94</b>
	<b>Ranking</b>		<b>4</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>2</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>26.04</b>	<b>28.45</b>	<b>30.00</b>	<b>24.89</b>	<b>27.05</b>
	<b>Option A, SSADEA (Monthly Rate per increment of \$100)</b>						
	14/14 1202 \$1.74		\$1.90	\$1.74	\$1.65	\$2.00	\$1.83
	30/30 268 \$1.38		\$1.51	\$1.38	\$1.31	\$1.59	\$1.45
	60/60 63 \$0.95		\$1.04	\$0.95	\$0.90	\$0.95	\$1.00
	90/90 31 \$0.72		\$0.79	\$0.72	\$0.68	\$0.72	\$0.76
	180/180 19 \$0.54		\$0.59	\$0.54	\$0.51	\$0.54	\$0.57
	Annual Total (based on cost comparison) 1583						
	<b>Annual Total: \$645,172.20</b>		<b>\$704,828.64</b>	<b>\$645,172.20</b>	<b>\$611,852.40</b>	<b>\$737,611.20</b>	<b>\$678,492.00</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>3</b>
	AM Best Rating		2	3	3	2	3
	Max pts (3pts): A+ = 3 pts, A- to A = 2 pts, B+ below = 0 pts		A-	A+	A++	A-	A+
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>7</b>	<b>10</b>	<b>7</b>	<b>10</b>	<b>10</b>
	References:	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>3</b>
	Max pts (3 pts): (1) pt for each reference		None	3 references	None	3 references	3 references
	Years in business?	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>
	Max pts (7 pts): 15+ = 7 pts, 7-14 = 5 pts, 0-6 = 3 pts		1848	1955	1956	1961	1967
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>45</b>	<b>45</b>	<b>35</b>	<b>35</b>	<b>45</b>
	Does policy match current benefit schedule?	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>10</b>
	Yes = 10, No = 0 (Provided 5 Elimination Periods: 14/14, 30/30, 60/60, 90/90, 180/180)		yes	yes	yes	no	yes
	Waiver of Elimination Period (7/14 days)	<b>10</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>10</b>
	Yes = 10; No = 0		yes	yes	no	yes	yes
	Does policy include SS-ADEA benefits?	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>
	Yes = 15, No = 0		yes	yes	yes	yes	yes
	What is the benefit maximum?	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
	\$8,000+ = 10 <\$8,000 = 0		\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>
			2	0	2	0	0
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		Yes	No	Yes	No	No
<b>6</b>	<b>HUB</b>	<b>0</b>					
	N/A						
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>4.34</b>	<b>9.48</b>	<b>10.00</b>	<b>8.30</b>	<b>9.02</b>
	Year 2	<b>5</b>	<b>4.34</b>	<b>4.74</b>	<b>5.00</b>	<b>4.15</b>	<b>4.51</b>
			\$704,828.64	\$645,172.20	\$611,852.40	\$737,611.20	\$678,492.00
	Year 3	<b>5</b>	<b>0.00</b>	<b>4.74</b>	<b>5.00</b>	<b>4.15</b>	<b>4.51</b>
			No Rate	\$645,172.20	\$611,852.40	\$737,611.20	\$678,492.00
	Rate Guarantee		<b>2 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>
<b>8</b>	<b>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</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	N/A						
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	N/A						

ATTACHMENT H

RFP No. 2021-1023 Voluntary Products (Vision) <i>Criteria #4 based on High Plan. High plan is most populated plan</i>			Ameritas (Salazar,Brown,Highlander,Ortegon)	Ameritas (Newkirk & Newkirk) Option #1	MetLife Davis Vision	Blue Cross/Blue Shield	Eyetopia
No.	Criteria	Max. Pts. 100					
	<b>Total Points</b>	<b>100</b>	<b>78.48</b>	<b>80.25</b>	<b>89.00</b>	<b>80.80</b>	<b>56.21</b>
	<b>Ranking</b>		<b>4</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>5</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>19.73</b>	<b>23.29</b>	<b>30.00</b>	<b>24.20</b>	<b>8.27</b>
	<b>Low Plan</b>						
	Employee Only \$ 5.50 Census: 117		\$5.48	\$4.96	\$5.11	\$6.24	\$6.00
	Employee + Spouse \$ 9.63 Census: 4		\$11.28	\$11.04	\$8.95	\$10.92	\$10.00
	Employee + Children \$10.55 Census: 22		\$12.34	\$11.88	\$9.80	\$11.97	\$12.00
	Employee + Family \$15.30 Census: 4		\$17.88	\$17.88	\$14.22	\$17.35	\$20.00
	<b>Annual Total: \$11,703.84</b>		<b>\$12,351</b>	<b>\$11,488</b>	<b>\$10,874</b>	<b>\$13,278</b>	<b>\$13,032</b>
	<b>High Plan</b>						
	Employee Only \$ 5.99 Census: 1074		\$8.64	\$6.96	\$5.47	\$6.79	\$20.00
	Employee + Spouse \$10.48 Census: 174		\$16.64	\$14.08	\$9.58	\$11.89	\$39.00
	Employee + Children \$11.57 Census: 300		\$14.98	\$12.92	\$10.49	\$13.12	\$44.00
	Employee + Family \$16.57 Census: 412		\$22.98	\$20.04	\$15.22	\$18.79	\$54.00
	<b>Annual Total: \$222,655.44</b>		<b>\$313,638</b>	<b>\$264,689</b>	<b>\$203,512</b>	<b>\$252,466</b>	<b>\$764,568</b>
	<b>Combined Total</b>		<b>\$325,989</b>	<b>\$276,178</b>	<b>\$214,386</b>	<b>\$265,744</b>	<b>\$777,600</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>0</b>
	AM Best Rating		2	2	3	2	0
	Max pts (3pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts		A	A	A+	A	Not Applicable
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
	References:	3	3	3	3	3	3
	Max pts (3 pts): (1) pt for each reference		3 references	3 references	3 references	3 references	3 references
	Are customer service agents bilingual?	7	7	7	7	7	7
	Max pts (7 pts): Yes = 7 pts, No = 0 pts		Yes	Yes	Yes	Yes	Yes
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>40</b>	<b>37</b>	<b>36</b>	<b>36</b>	<b>35</b>
	Frame Allowance:	10	10	10	7	7	10
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts) \$175 Allowance		\$180 Allowance	\$180 Allowance	\$175 Allowance	\$175 Allowance	\$180 Allowance
	Frame Frequency:	10	10	7	7	7	10
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts) 24 months		12 Months	24 Months	24 Months	24 Months	12 months
	Contact Lens Allowance:	10	10	10	7	7	10
	Max pts (10 pts): Exceeds = (10) pts, Match = (7 pts), Below = (0 pts) \$175 Allowance		\$180 Allowance	\$180 Allowance	\$175 Allowance	\$175 Allowance	\$300 Allowance
	Do you have Out of Network Benefits?	10	10	10	10	10	0
	Max pts (10 pts): Yes = (10) pts, No = (0) pts		Yes	Yes	Yes	Yes	No
	Can the member select where lenses are purchased?	5	0	0	5	5	5
	Max pts (5 pts): Yes = (5) pts, No = (0) pts		No	No	Yes	Yes	Yes
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		0	0	0	0	0
<b>6</b>	<b>HUB</b>	<b>0</b>					
	N/A						
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>6.75</b>	<b>7.97</b>	<b>10.00</b>	<b>8.60</b>	<b>2.94</b>
	Year 2	5	3.51	4.14	5.00	4.30	1.47
			\$325,989	\$276,178	\$228,882	\$266,202	\$777,600
	Year 3	5	3.24	3.82	5.00	4.30	1.47
			\$353,322	\$299,377	\$228,882	\$266,202	\$777,600
<b>8</b>	<b>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</b>						
	N/A						
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>						
	N/A						

ATTACHMENT I

RFP No. 2021-1023 Voluntary Products (Legal)			US Legal Services	Arag Legal Insurance (Option 2)	LegalEASE	MetLife	Pre-Paid Legal Services (Legal Shield)
No.	Criteria	Max. Pts. 100					
	<b>Total Points</b>	<b>100</b>	<b>89.72</b>	<b>75.86</b>	<b>95.45</b>	<b>67.23</b>	<b>71.20</b>
	<b>Ranking</b>		<b>2</b>	<b>3</b>	<b>1</b>	<b>5</b>	<b>4</b>
<b>1</b>	<b>Price</b>	<b>30</b>	<b>30.00</b>	<b>21.86</b>	<b>29.81</b>	<b>26.23</b>	<b>25.52</b>
	Employee Only \$14.75 Census: 123		\$14.75	\$21.60	\$14.01	\$18.00	\$18.50
	Employee + Family \$16.90 Census: 105		\$16.90		\$17.98		
	<b>Annual Total: \$43,065</b>		<b>\$43,065.00</b>	<b>\$59,097.60</b>	<b>\$43,333.56</b>	<b>\$49,248.00</b>	<b>\$50,616.00</b>
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>0</b>
	AM Best Rating		2	2	2	3	0
	Max pts (3pts): A+ = 3 pts , A- to A = 2 pts, B+ below = 0 pts		A-	A	A-	A+	Not Provided
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
	References:	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
	Max pts (3 pts): (1) pt for each reference		3 references	3 references	3 references	3 references	3 references
	Years in business?	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>
	Max pts (7 pts): 15+ = 7 pts, 7-14 = 5 pts, 0-6 = 3 pts		1974	1973	1971	1977	1972
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>45</b>	<b>32</b>	<b>30</b>	<b>40</b>	<b>16</b>	<b>24</b>
	Number of Affiliated Attorneys in McAllen?	20	12	10	20	6	4
	2 pts for every attorney, max 20 pts.		6	5	10	3	2
	Are divorce benefits available?	10	10	10	10	0	10
	Yes = 10 pts No = 0 pts		yes	yes	yes	no	yes
	Are out of network benefits available?	10	10	10	10	10	10
	Yes = 10 pts, No = 0 pts		yes	yes	yes	yes	yes
	Are costs such as filing fees, recording costs, depositions, fines, & court costs included as a covered benefit?	5	0	0	0	0	0
	Yes = 5 pts, No = 0 pts.		no	no	no	no	no
<b>5</b>	<b>Past Relationship with District</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		2	2	0	0	0
			Yes	Yes	No	No	No
<b>6</b>	<b>HUB</b>	<b>0</b>					
	N/A						
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>10</b>	<b>13.72</b>	<b>10.00</b>	<b>13.64</b>	<b>12.00</b>	<b>11.68</b>
		5	6.86	5.00	6.82	6.00	5.84
	Year 2		\$43,065.00	\$59,097.60	\$43,333.56	\$49,248.00	\$50,616.00
			6.86	5.00	6.82	6.00	5.84
	Year 3	5	\$43,065.00	\$59,097.60	\$43,333.56	\$49,248.00	\$50,616.00
			<b>3 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>	<b>3 year rate</b>
<b>8</b>	<b>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</b>						
	N/A						
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>						
	N/A						

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *John L. Wilde*  
John L. Wilde (Aug 2, 2021 11:48 CDT)

**SUPERVISOR:** *Todd Miller*

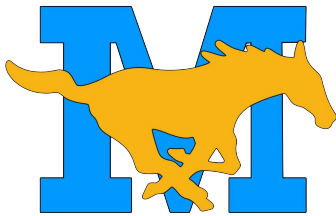
**Approved for presentation to the Board of Education:**

*J. Alexander*



INDEPENDENT SCHOOL DISTRICT

# STUDENT SUPPORT SERVICES



# STUDENT CODE OF CONDUCT 2021 - 2022

2021 - 2022

CAMPUS DIRECTORY

No.	Campus	Address	Principal	Phone
<b>HIGH SCHOOLS</b>				
001	McAllen	2021 La Vista	Albert Canales	632-3100
002	Memorial	101 East Hackberry	Pedro Alvarez, Jr.	632-5201
006	Rowe	2101 N. Ware Rd.	Monica Kaufmann	632-5100
007	Options	1009 N. 10 <sup>th</sup> St.	Jeanette Nino	632-3222
011	Achieve Early College H.S. Abraham Lincoln	1601 N. 27 <sup>th</sup> St.	Miguel Carmona	971-4200
<b>MIDDLE SCHOOLS</b>				
044	Brown	2700 S. Ware Rd.	Alfredo Gutierrez, Jr.	632-8700
047	Cathey	1800 N. Cynthia	Melvin L. Benford	971-4300
046	De Leon	4201 N. 29 <sup>th</sup> St.	Samuel Cazares	632-8800
048	Fossum	7800 N. Ware Rd.	Dr. Consuelo Camacho	971-1105
045	Morris	1400 Trenton	Alenn Garza	618-7300
042	Travis	600 Houston	Efrain Amaya	971-4242
<b>ELEMENTARY SCHOOLS</b>				
101	Alvarez	2606 Gumwood	Melissa Lara	971-4471
126	Castañeda	4100 N. 34 <sup>th</sup> St.	Jessica P. Rodriguez	632-8882
128	Dr. Perez	7801 N. Main St.	Veronica Delgado	971-1125
119	Escandon	2901 Colbath	Karla Rodriguez	971-4511
114	Fields	500 Dallas	Teresa Trdla	971-4344
122	Garza	6300 N. 29 <sup>th</sup> St.	Nancy Valenzuela	971-4554
124	Gonzalez	201 E. Martin	Christina Hernandez	971-4577
129	Hendricks	3900 Goldcrest	Carlos Mora	971-1145
106	Houston	3201 Olga Ave.	Jessica K. Lowe	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 <sup>th</sup> St.	Dr. Albert G. Irlas	971-4424
127	Sanchez	2901 Incarnate Word	Veronica Rodriguez	971-1100
116	Seguin	2200 N. 29 <sup>th</sup> St.	Juan P. Nevarez	971-4565
130	Thigpen/Zavala	2500 Galveston	Sonia S. Casas	971-4377
112	Wilson	1200 Hackberry	Kristine Garza	971-4525
005	I & G	2604 Galveston	Fernando Gutierrez	971-4393
---	Regional/Deaf	2185 N. Broadway	Liza Lara	971-4500
---	Special Education	2185 N. Broadway	Maribelle Elizondo	632-3285

## ACKNOWLEDGEMENT

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### *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](http://www.mcallenisd.org) the McAllen Independent School District Student Code of Conduct for the 2021-2022 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: \_\_\_\_\_

*The McAllen Independent School District prohibits discrimination, including harassment, against any employee/student on the basis of race, color, religion, gender, national origin, age disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District Policy and is prohibited. The following person has been designated to handle inquiries regarding this subject: John L. Wilde, Director for Student Support Services, Title IX Coordinator (Students and Employees), 2200 Tamarack Ave. Portable 69, McAllen, Texas 78501, (956) 618-6031, [john.wilde@mcallenisd.net](mailto:john.wilde@mcallenisd.net)*

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## **Student Code of Conduct**

### **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”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

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

This 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 planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code shall be available at the campus behavior coordinator’s office 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. In the event of a 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.

## **School District Authority and Jurisdiction**

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

The district has disciplinary authority over a student:

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

### **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal 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](http://www.mcallenisd.org) and at *Student Handbook*.

### **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.

### **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 the 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 eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

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

### **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 to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

## *School District Authority and Jurisdiction*

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

See **DAEP—Restrictions During Placement** on page 29 for information regarding a student assigned to DAEP at the time of graduation.

## **Standards for Student Conduct**

Each student is expected to:

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

## **General Conduct Violations**

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 16, **DAEP Placement** on page 17, **Placement and/or Expulsion for Certain Offenses** on page 31, and **Expulsion** on page 34, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 15.

### **Disregard for Authority**

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.
- 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/or Expulsion for Certain Offenses** on page 31.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.

- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.
- Engage in prohibited conduct as determined by a Title IX Investigation.

### **Property Offenses**

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 31.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 31.)
- Enter, without authorization, district facilities that are not open for operations.

### **Possession of Prohibited Items**

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm **silencer or suppressor**;
- \*A location-restricted knife;
- \*A club;
- \*A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;

- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 31. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Possession of Telecommunications or Other Electronic Devices**

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

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

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 17 and **Expulsion** on page 34 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 to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks

connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.

- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Downloading pornographic, obscene or may 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.

### **Miscellaneous Offenses**

Students shall not:

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

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

### **Students with Disabilities**

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

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an 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 a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 16.
- Placement in a DAEP, as specified in **DAEP** on page 17.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 31.
- Expulsion, as specified in **Expulsion** on page 34.
- 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 using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The 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 to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the 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](http://www.mcallenisd.org).

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

## **Removal from the School Bus**

A bus driver may refer a student to the principal's office or the 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.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the 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 behavior that violates this Code to maintain effective discipline in the classroom.

### **Formal Removal**

A teacher may initiate a formal removal from class if:

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

Within three school days of the formal removal, the 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**

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

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

## **Out-of-School Suspension**

### **Misconduct**

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

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

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

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

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

### **Process**

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

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

The 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 cocurricular activities.

### **Coursework During Suspension**

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

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

## **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 offense may have been committed on school property or at a school sponsored event on or off school property.

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

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

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

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, administrator or classroom teacher shall promptly contact the parent or guardian by telephone.

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

Level II Infractions:	Level II Consequences:
<ul style="list-style-type: none"> <li>• Persistent offenses from Level I (acts of misconduct, including repeated bus infractions)</li> <li>• Inappropriate language (verbal or written)</li> <li>• Noncompliance with the directives; disrespectful</li> <li>• Truancy, skipping class, leaving school/class without permission</li> <li>• Physically contacting student creating a disruptive environment</li> <li>• Encouraging or promoting a fight</li> <li>• Creating/participating in disturbance/inappropriate activity</li> <li>• 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</li> <li>• Forging or altering school's records, parent's notes, forms, or other school/home communications</li> <li>• Defacing or damaging school property, including removal of bar codes; defacing/damaging another's property</li> <li>• Cheating or copying the work of another</li> <li>• Violating parking rules/procedures (high school)</li> <li>• Intentionally or knowingly making defamatory or slanderous remarks (written and verbal) about others</li> <li>• Fighting</li> <li>• Using a laser pointer</li> <li>• Failing to disclose information, hiding/covering up info/evidence for self or others, or lying as a witness during an investigation</li> </ul>	<ul style="list-style-type: none"> <li>• Fine assessed</li> <li>• Confiscation of item</li> <li>• Behavioral contracts</li> <li>• Loss of privilege(s)</li> <li>• Telephone call/note to parent or conference</li> <li>• Change of seat assignment</li> <li>• Grade penalties</li> <li>• Exclusion from extracurricular activities</li> <li>• Withdrawal or restriction of bus privileges; bus probation</li> <li>• Detention</li> <li>• In-school suspension</li> <li>• Out-of-school suspension</li> </ul>

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.

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 of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student’s disciplinary history, and whether the student has a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone. The Campus Behavior Coordinator shall schedule the conference/hearing with 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"> <li>• Persistent offenses from Level II, including bus infractions</li> <li>• Starting and/or participating in a food fight</li> <li>• Disrupting the school environment or educational process</li> <li>• Using profane, vulgar, obscene, or threatening language, including hit lists (written or verbal); or obscene gestures</li> <li>• Discrimination/harassment based on the progressive classes to include sexual harassment and dating violence</li> <li>• Fighting</li> <li>• Using lighters or matches</li> <li>• Possessing or using lighters, matches, tobacco-less cigarettes, e-cigarettes or tobacco related paraphernalia</li> <li>• Possessing, disturbing, or using fireworks, stink bombs, smoke bombs, other noxious chemicals, or “shock” pens</li> <li>• Possessing drug paraphernalia, aerosol paint, or fixative spray</li> <li>• Possessing ammunition</li> <li>• Possessing, distributing, or creating pornographic or sexually-oriented material or material that promotes violence or other illegal activities, including sexting</li> <li>• Possessing, distributing, or concealing a weapon, which does not violate Texas Penal Code</li> <li>• 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</li> <li>• Attempting to sell/purchase a prohibited substance through verbal or written communication without being in possession</li> <li>• Stealing or unauthorized possession of another person’s property, theft; committing burglary</li> <li>• Exhibiting, delivering, using, or selling look-alike weapons</li> <li>• Assault (Class C Misdemeanor) of another student or an adult that is not a removable or expellable offense</li> <li>• Vandalizing, defacing or damaging school property, including non-felony graffiti</li> <li>• Engaging in behavior that is illegal that does not constitute a removable or expellable offense</li> <li>• Engaging in sexual conduct</li> <li>• Mooning; streaking; other forms of nudity; exposing or attempting to expose one’s undergarments or those of another (“pantsing”)</li> <li>• Hazing; harassing or stalking (nonsexual); bullying; cyberbullying</li> <li>• Creating a potential health or safety hazard or a situation that may result in possible injury</li> <li>• Engaging in inappropriate behavior on school-related overnight trips</li> <li>• Gambling</li> <li>• 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</li> <li>• Tampering with a fire extinguisher, an automated external defibrillator (AED), or their storage cabinet</li> </ul>	<ul style="list-style-type: none"> <li>• Confiscation of item</li> <li>• Telephone call/note to parent or conference</li> <li>• Grade penalties</li> <li>• Exclusion from extracurricular activities</li> <li>• Withdrawal or restriction of bus privileges; bus probation</li> <li>• Detention</li> <li>• In-school suspension</li> <li>• Out-of-school suspension</li> <li>• Campus AEP</li> <li>• DAEP- I&amp;G (discretionary)</li> </ul>

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 of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student’s disciplinary history, and whether the student has a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

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

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 suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

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

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 school sponsored 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*

### **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,
3. The student’s disciplinary history,
4. A disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct,
5. A student’s status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student’s status as homeless.

### **Disciplinary Alternative Education Programs/Placements**

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

#### **1. Instruction & Guidance Center (Secondary Only)**

<b>Discretionary Placement at I&amp;G</b>	<b>Mandatory Placement at I&amp;G</b>	<b>Campus Transition Program at Home Campus</b>	<b>Early Review-criteria must be met</b>
Middle School- 27 Attended School Days	Middle School- 42 Attended School Days	Middle School- 3 Days	Middle School- 25 Days
High School- 25 Attended School Days	High School- 40 Attended School Days	High School- 5 Days	High School- 25 Days

#### **2. Campus AEP (High School Only)**

- a. 10- Day Program
- b. 15-Day Program
- c. 20-Day Program

#### **3. Elementary AEP**

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

- a. 15- Day Program
  - b. 25- Day Program
  - c. 40-Day Program
4. Juvenile Justice Alternative Education Program (JJAEP)

a. Number of days will be determined by Expulsion Hearing Officer/Designee

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

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code and a student may be placed in a DAEP for the following conduct violations:

#### **Misconduct Identified in State Law**

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

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

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

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

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

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

- Engages in conduct punishable as a felony.
- Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
- Sells, gives, or delivers to another person or possesses, uses, or is under the influence of 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 **Expulsion** on page 34.) (See **glossary** for “under the influence” “controlled substance,” and “dangerous drug.”)
- 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 **Expulsion** on page 34.)
- 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. (See **glossary**.)
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is 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 **Expulsion** on page 34.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  1. The student receives deferred prosecution (see **glossary**),
  2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
  3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

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

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

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

### **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 appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the campus behavior coordinator or appropriate administrator shall provide the student:

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

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

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the 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.

### **Placement Order**

After the conference, if the student is placed in a 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 a 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, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

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

### **Length of Placement**

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

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

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

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

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

### **Exceeds One Year**

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

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

### **Exceeds School Year**

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

For placement in a DAEP to extend beyond the end of the school year, the 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 policy 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](http://www.mcallenisd.org).

Appeals shall begin at Level Two with the Director Of Student Support Services or designee.

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

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

### **Restrictions During Placement**

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

The district shall provide transportation to students in a DAEP.

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

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator 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.

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

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 re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the 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 including a district in another state.

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

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

### **Emergency Placement Procedure**

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

### **Transition Services**

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

## **Placement and/or Expulsion for Certain Offenses**

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

### **Registered Sex Offenders**

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

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

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

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

### **Review Committee**

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

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

### **Newly Enrolled Students**

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

### **Appeal**

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

### **Certain Felonies**

Regardless of whether 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 Penal Code. The student must:

## *Placement and/or Expulsion for Certain Offenses*

- 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 this section 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.

## *Placement and/or Expulsion for Certain Offenses*

### **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,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

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

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 17.)

#### Any Location

A student **may** be expelled for:

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

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

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of 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 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 Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

### **Within 300 Feet of School**

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

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

### **Property of Another District**

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

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

### **While in a DAEP**

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

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

### **Mandatory Expulsion: Misconduct That Requires Expulsion**

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

#### **Under Federal Law**

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

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

#### **Under the Penal Code**

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

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See **glossary**.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or disabled individual.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of 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 trustee's delegates to the Director for Student Support Services or his designee authority to conduct hearings and expel students.

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

Before ordering the expulsion, the board or 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.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the *Director of Student Support Services or designee* 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 based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

## **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the 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

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and

2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

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

### **Transition Services**

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

## Glossary

**Abuse** is improper or excessive use.

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

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

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
  - d. Any vegetation, fence, or structure on open-space land; or
  - e. Any building, habitation, or vehicle:
    - (1) Knowing that it is within the limits of an incorporated city or town,
    - (2) Knowing that it is insured against damage or destruction,
    - (3) Knowing that it is subject to a mortgage or other security interest,
    - (4) Knowing that it is located on property belonging to another,
    - (5) Knowing that it has located within it property belonging to another, or
    - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damaging or destroying a building belonging to another, or
  - b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device **or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision.** The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
  - e. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

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

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

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

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;

3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
  - a. A machine gun;
  - b. A short-barrel firearm;
  - c. A explosive weapon;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

**Public lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

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

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;

- d. Hazing under Education Code 37.152; or
- e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;

- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the in-fluence” need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one’s body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



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2021-2022**

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Sofia.penal@mcallenisd.net

**TRUSTEE**

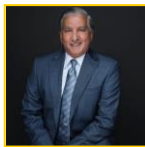
Mr. Marco Suarez  
6805 N. 34<sup>th</sup> Street  
McAllen, Texas 78504  
(Place 1) (2019-2023)



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

# 2021

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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31						

NOVEMBER						
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DECEMBER						
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## 2021 - 2022 ACADEMIC CALENDAR

### REPORTING PERIODS

**FIRST DAY OF SCHOOL – August 23, 2021**

#### FALL SEMESTER

1st SW August 23, 2021-September 24, 2021 24 DAYS  
 2nd SW September 27, 2021-October 29, 2021 24 DAYS  
 3rd SW November 1, 2021-December 17, 2021 30 DAYS  
**TOTAL 78 DAYS**

#### SPRING SEMESTER

4th SW January 5, 2022-February 18, 2022 33 DAYS  
 5th SW February 22, 2022-April 8, 2022 29 DAYS  
 6th SW April 11, 2022-May 27, 2022 34 DAYS  
**TOTAL 96 DAYS**

**LAST DAY OF SCHOOL – May 27, 2022**

### REPORT CARDS (WEEK OF)

- 1) September 27, 2021
- 2) November 1, 2021
- 3) January 3, 2022
- 4) February 21, 2022
- 5) April 11, 2022
- 6) May 30, 2022

### STAFF PROFESSIONAL LEARNING, WORKDAYS, HOLIDAYS & WEATHER DAYS

#### Professional Learning Days

- 1) August 9, 2021
- 2) August 10, 2021
- 3) August 11, 2021
- 4) August 12, 2021
- 5) August 16, 2021
- 6) August 17, 2021
- 7) August 18, 2021
- 8) August 19, 2021
- 9) January 4, 2022
- 10) February 21, 2022

#### Teacher Workdays

- 1) August 13, 2021
- 2) August 20, 2021
- 3) January 3, 2022

#### Weather Make-up Days

- 1) October 11, 2021
- 2) April 15, 2022

#### Student/Staff Holidays

- 1) September 6, 2021 (Labor Day)
- 2) November 22-26, 2021 (Thanksgiving Break)
- 3) December 20-31, 2021 (Winter Break)
- 4) March 14-18, 2022 (Spring Break)

### STUDENT EARLY RELEASE DAYS

- 1) December 17, 2021
- 2) May 27, 2022

### MCALLEN ISD GRADUATION DATES

TBD

### LEGEND

PL = PROFESSIONAL LEARNING DAY

W/D = WORKDAY

HOLIDAYS

STATE ASSESSMENT DAYS

WEATHER DAYS

STUDENT EARLY RELEASE DAYS

BEGIN SIX WEEKS [

END SIX WEEKS ]

BEGIN SEMESTER [[

END SEMESTER ]]

283

# 2022

JANUARY						
S	M	T	W	T	F	S
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23	24	25	26	27	28	29
30	31					

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27	28					

MARCH						
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APRIL						
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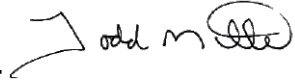
MAY						
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29	30	31				

JUNE						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

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



284 \_\_\_\_\_  
**Superintendent of Schools** Aug 2, 2021

## PROPOSED REVISIONS

### Limit on Participation

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

### Public Comment

#### ~~Regular Meetings~~

At ~~all regular~~ Board meetings, the Board shall permit public comment **on any topic relevant to District business and within the Board's authority**, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

#### ~~Special Meetings~~

~~At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.~~

### Procedures

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board.

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed two minutes per meeting.

### Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

### Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

### Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

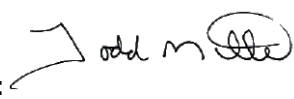
**Disruption**

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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





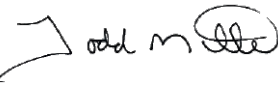
Texas Teacher Evaluation and Support System  
(T-TESS) CALENDAR 2021-2022

DATE	
August 9 - 20, 2021	T-TESS Teacher Orientation
September 6, 2021	Formal classroom T-TESS observations may begin. (No earlier than two weeks after Teacher Orientation)
August 23 - September 24, 2021	Goal-Setting and Professional Development Plan submitted to appraiser (No later than six weeks after Teacher Orientation)
November 19, 2021	Last full instructional day before Thanksgiving holidays. No observations may be conducted.
December 7-10, 2021	STAAR Assessment Window – High School No observations may be conducted during actual test days.
December 17, 2021	Last full instructional day before Winter Break. No observations may be conducted.
March 11, 2022	Last full instructional day before Spring Break. No observations may be conducted.
February 21 - April 1, 2022	TELPAS Assessment Window No observations may be conducted during actual test days.
April 1, 2022	All appraisals must be completed
April 5-8, 2022	STAAR Assessment Window. No observations may be conducted during actual test days.
April 11, 2022	Deadline for Teacher GSPD Part 2 – End of Year Reflection. (First day of the last six weeks period)
April 25, 2022	Summative Appraisal Reports due to teachers. (10 days prior to scheduling summative conference)
May 6, 2022	All Summative Conferences must be completed. (Fifteen days before last day of instruction)
May 27, 2022	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 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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

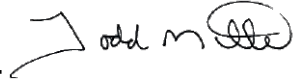


289  
**Superintendent of Schools** **Aug 3, 2021**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

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



290 \_\_\_\_\_  
**Superintendent of Schools** Aug 4, 2021

**McALLEN INDEPENDENT SCHOOL DISTRICT**  
**2021 - 2022**  
**PROPOSED ESSER STIPENDS**

<b>Position</b>	<b># of Positions</b>	<b>Working Calendar</b>	<b>Yearly Stipend</b>
ESSER Elementary Intervention Counselor	9	190	\$500
ESSER Instructional Coach K-2 (0-19 yrs exp)	12	197	\$3,200
ESSER Instructional Coach K-2 (20-29 yrs exp)	5	197	\$3,600
ESSER Instructional Coach K-2 (30+ yrs exp)	1	197	\$4,000
ESSER Specialist, Emotional Quotient	2	192	\$5,000
ESSER Student Learning Facilitator Elementary	18	207	\$10,000
ESSER Student Learning Facilitator Secondary	3*	212	\$17,000
ESSER Strategist, SPED Reading and Math	4	203	\$5,000
ESSER Strategist, 3-8 Literacy	1	221	\$15,000

*Fund 282*  
*HR Entered*

\* One employee is already on AE scale.

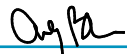
**McALLEN INDEPENDENT SCHOOL DISTRICT**  
**PROPOSED 2021 - 2022**  
**REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (RDSPD)**

Assignment	# of Positions	Yearly Stipend
Teacher (Incl. Itinerate) - Auditory Impaired (AI) certified - Traditional route	29	\$1,500 - \$5,500
Teacher (Incl. Itinerate) - AI certified - Alt. certification route		\$1,500 - \$5,500
Teacher (incl. Itinerate) - Challenger		\$1,500 - \$5,500
Teacher (incl. Itinerate) - Experienced		\$1,500 - \$5,500
Teacher (incl. Itinerate) - Grandfathered		\$5,500
Diagnostician - AI certified	2	\$1,500 - \$5,500
Speech Pathologist	1	\$1,500 - \$5,500
Speech Pathologist Assistant	1	\$1,500 - \$4,500
Audiology Assistant	1	\$3,000 - \$5,500
<b>PROFESSIONAL STAFF: Non-Teaching</b>		
Director (see 2 components below)	1	2,000 - 4,000
Deaf and Hard of Hearing (DHH) Certification, Hearing Impairment, or Deaf/Hard of Hearing		\$2,000
Texas Assessment of Sign Competency (TASC) or Grandfathered from the TASC		\$2,000
<b>Counselor</b>	<b>1</b>	<b>\$1,500 - \$5,500</b>
<b>Strategist</b>	<b>1</b>	<b>\$1,500 - \$5,500</b>
<b>PARAPROFESSIONAL STAFF</b>		
Certified Interpreter - Level I (Grandfathered)	TBD	\$3,000
Certified Interpreter - Level II (Former Certification or Grandfathered)	TBD	\$3,500
Certified Interpreter - Board of Evaluation of Interpreters (BEI) Basic	TBD	\$4,000
Certified Interpreter - Board of Evaluation of Interpreters (BEI) Advanced	TBD	\$5,000
Certified Interpreter - Board of Evaluation of Interpreters (BEI) Master	TBD	\$6,000
<p><b>NOTES:</b></p> <p>1) Stipend amount depends on education, certification, examination, and/or specific training requirements.</p> <p>2) Certified Interpreter - Basic level is more rigorous to achieve than Level I. Due to state change in certification system Level I is grandfathered.</p>		
<p><i>Fund 435</i> <i>HR Entered</i></p>		

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**   
Arely Benavides (Aug 4, 2021 17:06 CDT)

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



293 \_\_\_\_\_  
**Superintendent of Schools**

NAMING FACILITIES

CW  
(LOCAL)

The final decision on the naming of schools, other facilities, and any part of a school or facility rests with the Board.

**Procedures**

The Board shall announce at a regular Board meeting the intent to name a new school, an athletic facility, a school wing, a library, or another facility. The Board shall invite the community to submit nominations to the Superintendent for a period of not less than 30 days before any action is taken by the Board to name the facility.

Citizens, local clubs, staff, students, and Board members may submit nominations, which must be in writing and should include, as applicable, biographical data, significant contributions and accomplishments, and a summary statement supporting the nomination.

The Board may appoint a committee of citizens to review all nominations for the naming of schools and other facilities and may make recommendations to the Board based on the criteria outlined in this policy.

A unanimous vote by the Board is required to approve naming any facility after a living person; a majority vote is required for all other types of names.

No facility that has been named for a person shall be renamed without a unanimous vote by the Board.

**Requirements**

An unnamed existing facility or an unnamed part of an existing school or facility may be named for a living or deceased person who:

1. Has made exceptional contributions locally or nationally and distinguished himself or herself in education, service to the District, or service to the community;
2. Represents exemplary qualities and can serve as a model of excellence to students who attend the school or use the facility;
3. Has distinguished himself or herself in the military by demonstrating patriotism, loyalty, and exemplary citizenship; or
4. Has served in a position of leadership and service worthy of commemorating including, but not limited to, involvement in education, service, arts, or government.

Alternatively, an unnamed existing facility or an unnamed part of an existing school or facility may be named for a local, state, or national geographic area.

NAMING FACILITIES

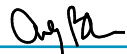
CW  
(LOCAL)

Athletic Facilities	<p>In addition to the requirements established in this policy for naming a facility after a person, a person whose name is considered for a sports complex or another athletic facility shall:</p> <ol style="list-style-type: none"><li>1. Have made significant contributions to the athletic program; and</li><li>2. Have coached or participated in a District sport for which the facility will be used.</li></ol>
Wings and Annexes	<p>In addition to the requirements established in this policy for naming a facility after a person, a person whose name is considered for a wing, annex, or any other facility shall have made significant contributions to the programs that use the facility to be named.</p>
<b>Recognition</b>	<p>The District shall display in a key location an appropriate picture of the person after whom the school or facility has been named, along with a biography of the person, so that students, staff, visitors, and the general public may learn the origin of the school's or the facility's name.</p>
<b>Construction Plaques</b>	<p>The District shall affix to a building or other District facility a construction plaque when the building/facility is new, when there is a major addition to a building/facility, or when a building/facility is remodeled.</p> <p>The Superintendent and the campus principal shall determine the exact location of the plaque on the building/facility.</p> <p>The plaque shall include the following information:</p> <ol style="list-style-type: none"><li>1. Name of the school, building, or other facility.</li><li>2. Name of the District.</li><li>3. Names and offices held by the Superintendent and the members of the Board who were serving on the date the architectural contract was awarded.</li><li>4. Date the construction was completed.</li></ol>
<b>Dedication Ceremonies</b>	<p>A new school building shall be dedicated at an appropriate ceremony conducted as soon as possible after occupancy.</p>
<b>Other Permanent Structures</b>	<p>Only the Board shall approve the installation of any permanent structure, such as a statue, at an individual school. [See FM for approval of school colors and mascots]</p>

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**   
Arely Benavides (Aug 4, 2021 20:25 CDT)

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



296 \_\_\_\_\_  
**Superintendent of Schools**

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** *Adelfino*

**SUPERVISOR:** *Cynthia Medrano-Richards*

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

*J. Adams*

Description	A	B		C	D
	Original Budget	Budget Amendments Under Consideration		Revised Budget 07/31/2021	
		Revisions	Transfers		
<b>Unaudited Fund Balance</b>	<b>89,229,086</b>				<b>89,229,086</b>
Revenues:					
Local:					
Property Taxes	84,787,994				84,787,994
Interest Income	878,000				878,000
Other Local Income	2,431,586				2,431,586
State:	133,383,459				133,383,459
Federal:	20,132,664				20,132,664
Other Sources:	0				0
<b>Total Revenues</b>	<b>241,613,703</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>241,613,703</b>
Expenditures:					
11 Instruction	126,586,945		(32,485)		126,554,460
12 Inst. Res. & Media Services	3,568,402				3,568,402
13 Curriculum Dev. & Inst. Staff Dev.	4,557,240		17,500		4,574,740
21 Inst. Leadership	3,450,687		1,725		3,452,412
23 School Leadership	13,393,257		19,574		13,412,831
31 Guid., Counseling & Eval. Ser.	9,820,599		(5,273)		9,815,326
32 Social Work Services	1,957,232		(11,533)		1,945,699
33 Health Services	2,885,127		150		2,885,277
34 Student (Pupil) Trans.	4,049,716				4,049,716
35 Food Services	17,265,197				17,265,197
36 Curricular/Extracurricular Act.	9,738,355		10,342		9,748,697
41 General Administration	8,043,476				8,043,476
51 Plant Maint. & Operations	20,349,685				20,349,685
52 Security and Monitoring Serv.	4,415,229				4,415,229
53 Data Processing Services	4,429,511				4,429,511
61 Community Services	36,710				36,710
71 Debt Service	5,905,151				5,905,151
81 Fac. Acquisition & Const.	6,000				6,000
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000				40,000
99 Other Intergovernmental Charges	939,270				939,270
Other Uses	85,000				85,000
<b>Total Expenditures</b>	<b>241,522,789</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>241,522,789</b>
		299			
<b>Preliminary Ending Fund Balance</b>	<b>89,320,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>89,320,000</b>

GENERAL FUND  
Revisions

REVENUES:

None for July 2021

EXPENDITURES:

None for July 2021

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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

  
301 \_\_\_\_\_  
**Superintendent of Schools**

RESOLUTION

A RESOLUTION ADOPTING AUTHORIZED BROKER DEALER LIST

WHEREAS, the Public Fund Investment Act codified in Government Code 2256 governs local government investment; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires that the Board of the District, or an investment committee designated by the Board, to, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in investment transactions with the District.

NOW, THEREFORE, BE IT RESOLVED

That the District has complied with the requirements of the Public Funds Investment Act and the following broker/dealers have received a copy of the District's Investment Policy and the Board hereby authorizes these firms for transactions with the District.

- Bank of America/Merrill Lynch
- BOK Financial
- Cantor Fitzgerald
- FHN Financial (formerly FTN Financial)
- Great Pacific Securities
- StoneX Group, Inc. (formerly International FC Stone)
- Mizuho Securities USA, Inc.
- Morgan Stanley
- Mutual Securities, Inc.
- Oppenheimer
- Piper Sandler (formerly Piper Jaffray & Co.)
- Raymond James
- RBC Capital Markets, LLC
- Stifel Nicolaus
- Wells Fargo Securities

PASSED, ADOPTED AND APPROVED by the Board this the 9th day of August 2021.

APPROVED:

\_\_\_\_\_  
Mr. Sam Saldivar, Jr.  
President, Board of Trustees

ATTEST

\_\_\_\_\_  
Mrs. Debbie Crane Aliseda  
Secretary, Board of Trustees

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



303  
**Superintendent of Schools**

**Resolution Approving Independent Sources for Investment Training  
and Designation of Investment Officers**

**Whereas**, McAllen Independent School District (“District”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

**Whereas**, the Investment Policy CDA (LOCAL) states the superintendent or other person as designated by the Board resolution shall serve as the investment officer of the District; and

**Whereas**, the Texas Association of School Administrators (“TASA”), the Texas Association of School Boards (“TASB”), the Texas Association of School Business Officials (“TASBO”) and Affiliate Organizations, Texas Local Government Investment Pool (TexPool), University of North Texas, Hilltop Holdings Inc., Government Treasures Organization of Texas, LOGIC Investment Pool, Affiliate Organizations of Region One and Patterson & Associates – a Meeder Investment Company provide investment training sessions relating to investment responsibilities; and

**Whereas**, the governing body of this local government wishes to approve these independent sources of instruction to provide investment training sessions required by Section 2256.008(a);

**Now, therefore, be it resolved by the governing body of this local government as follows:**

**Section 1. Approval of Independent Sources of Instruction.** TASA, TASB, TASBO and Affiliate Organizations, Texas Local Government Investment Pool (TexPool), University of North Texas, Hilltop Holdings Inc.-formerly First Southwest Company, Government Treasures Organization of Texas, LOGIC Investment Pool, Affiliate Organizations of Region One and Patterson & Associates – a Meeder Investment Company are hereby approved as independent sources of instruction relating to investment responsibilities for the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer.

**Section 2. Designation of Investment Officers.** The following individuals shall serve as the District's Investment Officers: Cynthia Medrano-Richards, Assistant Superintendent for Business Operations, Adelita Felix, Chief Financial Officer, Iris Luna, Director of Accounting, and Dyanira Diaz, Coordinator of Accounting. Said individuals are hereby authorized and directed to open and close bank accounts, deposit, withdraw, transfer, invest, and/or manage in any other manner the funds on behalf of MISD, as permitted by the District's Investment Policy (Government Code 2256.005).

**Section 3. Public Meeting.** It is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the governing body of this local government at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the governing body for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The governing body further ratifies, approved and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY, TEXAS, AT A REGULAR MEETING HELD THIS 9th DAY OF AUGUST, 2021.

By \_\_\_\_\_  
Mr. Sam Saldivar, Jr.  
President, Board of Trustees

ATTEST:

By \_\_\_\_\_  
Mrs. Debbie Crane Aliseda  
Secretary, Board of Trustees

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBJECT:** Approval of Travel for Board of Trustees

**REFERENCE:** Goal 2: People Development

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

Policy requires Board Members to submit travel requests to the Board in advance when practical. The Board plans to attend the TASA/TASB (Texas Association of School Administrators/Texas Association of School Boards) Convention, September 24,- 26, 2021, in Dallas, Texas.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The Board of Trustees will report on the following trip(s):

- TASA/TASB Convention  
September 24-26, 2021  
Dallas, Texas

**LEGAL REVIEW:**

None

**BUDGETARY CONSIDERATIONS:**

Funds for this trip have been allocated through the Board of Trustees' Budget.

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the travel request for Board of Trustees to attend the TASA/TASB Conference.

**SUBMITTED BY:** *Natalia Goza*

For further information contact:  
Name: Natalia Goza  
Office: (956) 618-6094  
Email:natalie.goza@mcallsisd.net

**SUPERVISOR:** *Sam Saldivar Jr.*  
Sam Saldivar Jr. (Aug 2, 2021 16:49 CDT)

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

*F. Adamez*  
305  
**Superintendent of Schools**      Aug 2, 2021

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 31, 2020

**SUBMITTED BY:** *Natalia Goza*

**SUPERVISOR:** *Sam Saldivar, Jr.*  
Sam Saldivar, Jr. (Aug 2, 2021 16:52 CDT)

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

*J. X. Douglas*

**306** \_\_\_\_\_  
**Superintendent of Schools** Aug 2, 2021

# Official Delegate Designation Form

**Please note:**

- Only board members of TASB Active Members (public school districts and ESCs) may serve as delegates or alternates.
- TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>). If you have any questions about updating your membership information, contact Michael Pennant (contact information located at bottom of page).
- The Delegate Assembly Handbook will be distributed electronically at least 20 days prior to Delegate Assembly. Hard copies of the Handbook will be available on site. (Mailed copies will be available by request.)
- You also may submit your designation online. The online form is available in myTASB under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>).

Credentials (ribbon and button) will be mailed to delegates and alternates who are registered by August 26. After that date, credentials must be picked up on site at Delegate Assembly.

**Delegate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Alternate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Name of school district:** \_\_\_\_\_

**County-district number:** \_\_\_\_\_ **TASB (ESC) region number:** \_\_\_\_\_

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2021 TASB Delegate Assembly scheduled for September 25 (as provided by the TASB Bylaws).

Board president: \_\_\_\_\_ Date: \_\_\_\_\_

*Please return your board's designations online or to the address below by August 26, 2021, to receive Delegate Assembly credentials by mail. Delegates submitted after August 26 will need to pick up credentials (button and ribbon) on site.*

Texas Association of School Boards  
Attn: Michael Pennant  
Email: [membercommunications@tasb.org](mailto:membercommunications@tasb.org)  
Fax: 512.467.3554

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Questions? Contact Michael Pennant at 800.580.8272 or [membercommunications@tasb.org](mailto:membercommunications@tasb.org).



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 9, 2021

**SUBJECT:** Approval of Board of Education Meeting Minutes

**REFERENCE:** N/A

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the Official Record of Board Action.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The Administration asks that the Board of Education consider approval of the attached minutes.

**LEGAL REVIEW:** None

**BUDGETARY CONSIDERATIONS:** None

**RECOMMENDED BOARD ACTION:**

That the Board approve the minutes of the following meeting(s):

- Regular Board Meeting - May 10, 2021 - 5:00 P.M.
- Special Board Meeting - May 12, 2021 - 5:30 P.M.
- Special Board Meeting - May 17, 2021 - 5:30 P.M.
- Special Board Meeting - May 19, 2021 - 5:30 P.M.
- Board Workshop - May 20, 2021 - 5:30 P.M.
- Regular Board Meeting - May 24, 2021 - 5:00 P.M.
- Board Workshop - May 27, 2021 - 5:30 P.M.
- Board Workshop - June 2, 2021 - 5:00 P.M.
- Special Board Meeting - June 7, 2021 - 4:30 P.M.
- Special Board Meeting - June 7, 2021 - 6:30 P.M.

**SUBMITTED BY:** *Natalia Goza*

For further information contact:

Name: Natalia Goza

Office: 956-618-6094

eMail: natalie.goza@mcallsisd.net

**SUPERVISOR:** *Sam Saldivar, Jr.*  
Sam Saldivar, Jr. (Aug 2, 2021 17:03 CDT)

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

*J. Adansky*

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**Superintendent of Schools** Aug 2, 2021