



## 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, October 24, 2022, beginning at 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **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, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**
  - A) Discussion of Human Resources Recommendation(s) for School Year 2022-2023
  - B) Discussion of Human Resources Employee Resignation(s) for School Year 2022-2023

- C) Discussion of Recommendation for Position of Executive Director for Child Nutrition and Purchasing
  - D) Discussion of Recommendation for Position of Director for UTRGV-MISD Collegiate Academy
  - E) School Safety and Security
  - F) Pending and/or Potential Litigation
  - G) Possible Real Estate Acquisition
6. **RECONVENE IN OPEN SESSION**
7. **ACTION ON ITEM(S) IN CLOSED SESSION**
- A) Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2022-2023 9  
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - B) Discussion of Human Resources Employee Resignation(s) for School Year 2022-2023 10  
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - C) Discussion and Possible Action on Recommendation for Position of Executive Director for Child Nutrition and Purchasing 11  
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - D) Discussion and Possible Action on Recommendation for Position of Director for UTRGV-MISD Collegiate Academy (UMCA) 12  
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - E) School Safety and Security
  - F) Pending and/or Potential Litigation
  - G) Possible Real Estate Acquisition
8. **PUBLIC HEARING FOR THE SCHOOL FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (School First)** 13  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
9. **SUPERINTENDENT'S REPORT(S)**  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- A) 4th Annual Superintendent's "Fishing for Kids" Tournament!  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - B) "Let's Move!" and McAllen Kids Marathon Kick-off 2022  
**Presenter:** Dr. J. A. Gonzalez, Superintendent

10. **RECOGNITION(S)**

- A) Recognition of Two (2) McAllen Independent School District Campuses for Earning the 2021-2022 Texas Education Agency's Accountability Campus A-Rating  
Item Submitted: Bridgette Vieh, Associate Superintendent Instructional Leadership  
**Presenter:** Dr. J. A. Gonzalez, Superintendent 33

11. **PROCLAMATION(S)**

- A) Discussion and Possible Action to Adopt the Proclamation Regarding Principals' Month (October 2022)  
Item Submitted: Bridgette Vieh, Associate Superintendent Instructional Leadership  
**Presenter:** Dr. J. A. Gonzalez, Superintendent 34

- B) Discussion and Possible Action to Adopt the Proclamation Regarding School Psychology Awareness Week (November 7-11, 2022)  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent 35

- C) Discussion and Possible Action to Adopt the Proclamation Regarding National School Bus Safety Week October 17, 2022  
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent 37

12. **DONATION(S)**

13. **BOARD MEMBER(S), BOARD COMMITTEE(S) AND DISTRICT REPORT(S)**

A) Board Committee Reports

1. Instructional Services Briefing - Chair - Sofia Peña
2. Human Resources Briefing - Chair - Daniel Vela
3. District Operations Briefing - Chair - Conrado Alvarado
4. Business Operations Briefing - Chair - Debbie Crane Aliseda
5. Board Officers Briefing - Tony Forina

B) District Reports

1. Report Regarding Intention to Apply for a School Based Mental Health Grant through the U.S. Department of Education  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent 39

2. Report Regarding Facilities, Maintenance and Operations Projects  
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent 41

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|----|---|-----|
| 3. | Report Regarding Taxes Collected for September 2022<br>Item Submitted: Adel Felix, Assistant Superintendent Business Operations<br><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent   | 58  |
| 4. | Report Regarding the Monthly Financial and Investment Report for July 2022<br>Item Submitted: Adel Felix, Assistant Superintendent Business Operations<br><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent  | 60  |
| 5. | Report Regarding Intention to Apply for "Grow Your Own Grant" Program, Cycle 6<br>Item Submitted: Adel Felix, Assistant Superintendent Business Operations<br><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent  | 90  |
| 6. | Report Regarding ESSER I, Coronavirus Response and Relief Supplemental Appropriations (CRRSA – ESSER II), and American Rescue Plan Act (ARP - ESSER III) Update<br>Item Submitted: Adel Felix, Assistant Superintendent Business Operations<br><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent | 96  |
| 7. | Report Regarding Intention to Apply for House Bill 3 (HB3) Teacher Incentive Allotment (TIA)<br>Item Submitted: Adel Felix, Assistant Superintendent Business Operations<br><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent  | 97  |
| 8. | Discussion of Intruder Detection Audit Report Findings<br>Item Submitted: Jose Silva, McAllen Independent School District Chief of Police<br><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent   | 102 |

**14. CONSENT AGENDA ITEMS**

- |    |  |     |
|----|--|-----|
| A) | Possible Action on Request for Proposal No. 2021-1000R Library Books, eBooks, Textbooks, Audiovisual Materials, and Instructional Reading Materials Discount-from-List (Round 18)<br>Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services<br><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent | 103 |
| B) | Possible Action on Request for Proposal No. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services (Round 18)<br>Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services<br><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent         | 105 |
| C) | Possible Action on Request for Proposal No. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 6)  | 107 |

- Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- D) Possible Action on Request for Proposal No. 2021-1007 Career and Technology Materials, Supplies, Equipment, and Related Services Discount-from-List (Round 18) 109  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- E) Possible Action on Interlocal Agreement No. 2023-114 South Texas College Dual Credit Program for Achieve Early College High School 111  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent  
Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- F) Possible Action on Interlocal Agreement No. 2023-115 Drug Impairment and Behavior Recognition for Educational Professionals (“DIBREP”) Course with Texas A&M Engineering Extension Service 128  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- G) Possible Action on Final Payment to D. Wilson Construction Company on Contract number 2021-162 - Achieve Early College High School Culinary Arts Lab 134  
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- H) Possible Action on Final Payment to American Contracting U.S.A., Inc. on Contract number 2021-214 Memorial High School Roof Replacement Project 142  
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- I) Possible Action on First Amendment to Agreement No. 2020-113 Sperry Commercial Global Affiliates dba The Arriaga Group through Request for Proposal No. 2020-030 Licensed Real Estate Broker Services 146  
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- J) Possible Action on Request for Proposal No. 2023-1014 Cybersecurity Liability Insurance 148  
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- K) Possible Action on Request for Proposal No. 2021-1012 Trophies, T-shirt, Awards, Incentives, and Related Products and Services (Round 150

- 13)  
Item Submitted: Adel Felix, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- L) Possible Action on Request for Proposal No. 2021-1020 Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals (Round 19) 152  
Item Submitted: Adel Felix, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- M) Possible Action on Request for Proposal No. 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 6) 154  
Item Submitted: Debra Loya, Director Fine Arts Department  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- N) Possible Action on Request for Proposal No. 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 6) 156  
Item Submitted: Brian McClenny, Director Athletic Department  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- 15. INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS**
- A) **Instructional Services Item(s)** (Dr. Rosalba De Hoyos) **Instructional Leadership Item(s)** (Bridgette Vieh)
1. Discussion and Possible Action on the Participation of MISD Students in the Rio Grande Valley Ballet Company "The Nutcracker" 158  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
2. Discussion and Possible Action on the Participation of MISD Students in the Edinburg Dance Theatre Production of "The Nutcracker" 159  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- B) **Human Resources Item(s)** (Todd Miller)
1. Discussion and Possible Action on 2022-2023 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers 160  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
2. Discussion and Possible Action on Request for Proposal No. 2023-1003 Pharmacy Benefits Management Services, and Agreement No. 163

2023-099 with Matrix Quality Care d/b/a Araya  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

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

3. Discussion and Possible Action on the Job Description for Assistant Director for Student Support Services 192  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

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

**C) District Operations Item(s) (Alejandra Gonzalez)**

1. Discussion and Possible Action on the Resolution to the Board of Trustees Identifying Hazardous Traffic Conditions for the School year 2022-2023 195  
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations

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

**D) Business Operations Item(s) (Adel Felix)**

1. Discussion and Possible Action on the McAllen Independent School District September Budget Amendment for Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 198  
Item Submitted: Adel Felix, Assistant Superintendent Business Operations

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

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

1. Discussion and Possible Action to Approve Board of Education Meeting Minutes 205
- a) Special Board Meeting September 19, 2022 7:00 P.M.
  - b) Regular Board Meeting September 26, 2022 5:00 P.M.
  - c) Special Board Meeting September 28, 2022 4:00 P.M.
  - d) Special Board Meeting October 3, 2022 5:30 P.M.
  - e) Safety and Security Committee Meeting October 7, 2022 9:30 A.M.
  - f) Special Board Meeting October 12, 2022 3:00 P.M.

**16. SCHEDULE OF FUTURE MEETINGS**

- A) Special Board Meeting - November 7, 2022 - 5:30 P.M.
- B) Regular Board Meeting - November 14, 2022 - 5:00 P.M.
- C) Special Board Meeting - December 5, 2022 - 5:30 P.M.
- D) Regular Board Meeting - December 12, 2022 - 5:00 P.M.

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

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

**19. ADJOURNMENT**

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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.*

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

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

*The notice for this meeting was posted in compliance with the Texas Open Meeting Act on October 21, 2022 at 3:00 P.M.*

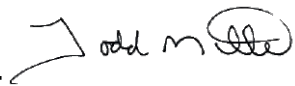
*Natalia Goza*

*on behalf of the Board of Trustees*

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** 

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

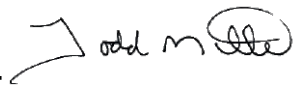


9 \_\_\_\_\_  
**Superintendent of Schools** **Oct 18, 2022**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** 

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



10 \_\_\_\_\_  
**Superintendent of Schools** **Oct 18, 2022**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBJECT:** Discussion and Possible Action on Recommendation for Position of Executive Director for Child Nutrition and Purchasing

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

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

The Director of Purchasing position was vacant as of June 14, 2022 upon promotion of Alejandra Gonzalez to Assistant Superintendent of District Operations.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The vacancy notice for the Director of Purchasing was posted on September 8, 2022 and interviews were held on September 29, 2022. On October 3, 2022 the Board of Trustees approved the job description for Executive Director for Child Nutrition and Purchasing. Administration recommends filling the Executive Director for Child Nutrition and Purchasing position with the candidate selected for the Director of Purchasing position. The interview was related to skills needed for the consolidated position. The interview committee made their recommendation to the Superintendent. Recommendation will be presented under separate cover.

**LEGAL REVIEW:** Not Applicable

**BUDGETARY CONSIDERATIONS:** This is a budgeted position.

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the Superintendent's recommendation for Position of Executive Director for Child Nutrition and Purchasing.

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

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

For further information contact:  
Name: Todd Miller  
Office: Human Resources (956) 618-6003  
eMail: todd.miller@mcallsisd.net

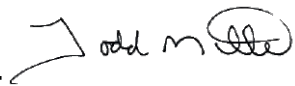
**Approved for presentation to the Board of Education:**



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** 

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




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**Superintendent of Schools** **Oct 19, 2022**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



**13** \_\_\_\_\_  
**Superintendent of Schools**

**Presented by  
Adel Felix, CPA, CFE  
Assistant Superintendent for  
Business Operations**

**Iris Luna, RTSBA  
Chief Financial Officer**

**October 24, 2022**

**PUBLIC HEARING FOR  
THE SCHOOL FINANCIAL  
INTEGRITY RATING  
SYSTEM OF TEXAS**

**(SCHOOL FIRST)**

**2020-2021**



# PUBLIC HEARING

- The purpose of this meeting is to discuss McAllen Independent School District's State of Texas Financial Accountability Rating. At the conclusion of this presentation public participation is invited.



## McAllen ISD Rating

**“A” for Superior Achievement**



**District earns State’s highest rating for financial integrity!**

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# FIRST Table of Contents

- **FIRST Objectives**
- **FIRST Goals**
- **Rating System**
- **Indicator Updates**
- **Critical Indicators**
- **Ceiling Indicators**
- **School FIRST Indicators**

## **FIRST Objectives**

- **Implement a rating system that fairly and equitably evaluates the quality of management decisions**
- **Provide an analysis tool for assessment**
- **Assess the quality of financial management**
- **Publicly report this assessment**
- **Financial data reported from the following sources:**
  - **Audited annual financial report**
  - **Public Education Information Management System (PEIMS)**

## **FIRST Goals**

- **Strengthen fiscal accountability**
- **Improve performance in management finances**
- **Facilitates effective and efficient use of resources**

# Rating System

Determine the rating by the applicable number of points	
<b>A = Superior Achievement</b>	90-100
<b>B = Above Standard Achievement</b>	80-89
<b>C = Meets Standard Achievement</b>	70-79
<b>F = Substandard Achievement</b>	< 70



# Indicator Updates

- Changes in the Commissioner’s Rule for School FIRST indicators were implemented by the Texas Education Agency beginning fiscal year 2021. The indicators increased from 15 to 20 and introduced five “Ceiling Indicators”.
- The District is rated according to 20 indicators, based upon its relative performance, except for the **four critical indicators**.
- A negative response to any of the four critical indicators results in the district receiving a rating of “Substandard Achievement”.
- A negative response to any of the five ceiling indicators supersedes any rating earned based on points.
- A negative response to all of the five ceiling indicators results in the district receiving a “Substandard Achievement”.

# Critical Indicators

**Failure to pass any of the *CRITICAL* indicators will result in an automatic failing grade**

- **Annual Financial Report not filed within one month after November 27<sup>th</sup> deadline**
- **Other than an Unmodified Opinion and/or any Material Weaknesses identified in the Audit**
- **Default on Debt payments**
- **Default on Payroll-related payments**

# Ceiling Indicators

Did the school district meet the criteria for any of the following **ceiling indicators** 4,6,16,17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

Determine the rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
<b>Indicator 4</b> (Timely Payments) – School district was issued a warrant hold.	95	A = Superior Achievement
<b>Indicator 6</b> (Average Change in Fund Balance) – Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
<b>Indicator 16</b> (PEIMS to AFR) – Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
<b>Indicator 17</b> (Material Weakness) – Response to Indicator is <i>No</i> .	79	C = Meets Standard Achievement
<b>Indicator 20</b> (Property Values and Tax Discussion) – Response to Indicator is <i>No</i> .	89	B = Above Standard Achievement



# School FIRST Indicators

1. Was the complete Annual Financial Report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? » **Yes**
2. Was there an unmodified opinion in the AFR in the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) » **Yes**
3. Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.) » **Yes**



# School FIRST Indicators

4. Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.) » **Yes, meeting the ceiling indicator.**
5. This indicator is no longer being scored due to the impact of accounting changes implemented by the Governmental Accounting Standards Board.
6. Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

**McAllen ISD's average percentage change in fund balance of 0.0575 was less than the 25 percent decrease threshold. The fund balance exceeded the 75 days of operational expenditures meeting the ceiling indicator.**



# School FIRST Indicators

7. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? » **10 Points**

**McAllen ISD's number of days of cash on hand was 123.2293, which was sufficient to cover its operating expenditures.**

8. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? » **10 Points**

**McAllen ISD's current assets to current liabilities ratio of 3.8051 exceeded the target amount of 3.00 to cover its short-term debt.**

9. Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? » **10 Points**

**McAllen ISD's expenditures did not exceed general fund revenues.**



# School FIRST Indicators

10. This indicator is currently not being scored due to the impact of the COVID-19 Pandemic and ESSER funding on school district revenue. » **10 Points**

11. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. » **10 Points**

**McAllen ISD's long-term liabilities to total assets ratio of 26.643% was sufficient to support long-term solvency.**

12. Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? » **10 Points**

**McAllen ISD's debt per \$100 of assessed property value ratio of 1.2408 was sufficient to support future debt repayments.**



# School FIRST Indicators

13. Was the school district's administrative cost ratio equal to or less than the threshold ratio? » **10 Points**

**McAllen ISD's cost ratio of 7.39% was less than the threshold ratio of 8.55%.**

14. Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator. » **10 Points**

**McAllen ISD had a 7.53% decline in the students to staff ratio which is less than the 15% threshold.**

15. This indicator is currently not being scored due to the impact of the COVID-19 Pandemic on school district attendance. » **5 Points**



# School FIRST Indicators

16. Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

**McAllen ISD had a 0% variance in data reported to PEIMS as compared to the Comprehensive Annual Financial Report meeting the ceiling indicator.**

17. Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)

**No material weakness in internal controls were reported in the June 30, 2021, Annual Financial Report meeting the ceiling indicator.**



# School FIRST Indicators

18. Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.) » **10 Points**

**A material non-compliance item was reported in the Annual Audited Financial Report.**

19. Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end? » **5 Points**

**McAllen ISD posted the required financial information on its website.**

20. Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

**McAllen ISD held a board meeting May 13, 2020<sup>30</sup> to discuss and consider the impact of changes in property values, meeting the ceiling indicator.**

**Title 19 Texas Administrative Code  
Chapter 109 Disclosures  
are located in the Annual Financial  
Accountability Management Report**

# Public Comments

McAllen ISD thanks you for your continued support!



**BOARD RECOGNITION FORM  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**Meeting Date (Recommended):** October 24, 2022

**Title of Recognition:**

**Photographer Requested:** Yes

**AV needs:**

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



**Superintendent**

**Oct 19, 2022**

**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 AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:**   
Bridgette Vich (Oct 12, 2022 14:43 CDT)

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



34 \_\_\_\_\_  
**Superintendent of Schools      Oct 12, 2022**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:**   
Maribelle Elizondo (Oct 17, 2022 15:31 CDT)

**SUPERVISOR:** *Rosalba De Hoyos*

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



35  
**Superintendent of Schools Oct 17, 2022**



# *Proclamation*

*State of Texas  
County of Hidalgo  
McAllen Independent School District*

*Whereas*, all children and youth learn best when they are healthy, supported, and receive an education that enables them to grow academically, socially, and emotionally; and

*Whereas*, children’s mental health is directly linked to their learning and development. The learning environment provides an optimal place to promote good mental health through connectedness within the school and community; and

*Whereas*, school psychologists are specially trained to foster and deliver, in the school and community, a continuum of mental health services and academic supports that lower barriers to teaching and learning.

*Now Therefore*, I, Tony Forina, President, Board of Trustees of McAllen ISD, do hereby proclaim the month of November 7-11, 2022 as

## *“School Psychology Awareness Week”*

I call upon all McAllen residents and public schools to recognize the vital role that school psychologists and support staff play in the personal and academic development of our children.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 24<sup>th</sup> day of October 2022.

---

Tony Forina, President, Board of Trustees  
McAllen Independent School District

*Attest:*

---

Marco Suarez, Secretary, Board of Trustees  
McAllen Independent School District

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBJECT:** Discussion and Possible Action to Adopt the Proclamation Regarding National School Bus Safety Week October 17th, 2022

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

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

School bus transportation plays a critical role in the education of our students, and is the direct link between a neighborhood and the classroom. More than 25 million children worldwide ride the yellow bus every school day, and National School Bus Safety Week serves as a reminder for students, parents, teachers, and the community to keep school bus safety in the forefront.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Bus Drivers are an integral part of District Operations and we would like to recognize their hard work by proclaiming Week of October 17th, 2022 as National School Bus Safety Week.

**LEGAL REVIEW:**

None


**BUDGETARY CONSIDERATIONS:**

None

**RECOMMENDED BOARD ACTION:**

Administration recommends that the Board of Trustees approve the Proclamation Regarding National School Bus Safety week October 17th, 2022.

**SUBMITTED BY:**   
Erica Flores (Oct 6, 2022 15:06 CDT)

**SUPERVISOR:**   
Alejandra Gonzalez (Oct 6, 2022 15:03 CDT)

For further information contact:  
Name: Erica Flores  
Office: (956) 632-3211  
eMail: erica.flores@mcallsisd.net

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





# Proclamation

*State of Texas*  
*County of Hidalgo*  
*McAllen Independent School District*

*Whereas*, approximately 480,000 yellow school buses carry 25 million children to and from school every weekday; These buses comprise the largest mass transportation fleet in the country;

*Whereas*, school buses meet higher construction, equipment, and inspection standards than any other vehicle, making them eight times safer than traveling in a passenger vehicle, and school bus drivers meet higher qualification, training, and testing standards than any other drivers; and

*Whereas*, School Bus Safety Week, which is sponsored by the National Highway Traffic Safety Administration, was created in 1966 to remind all students of the best ways to get on and off the bus and also recognizes the hard work and dedication of school transportation personnel;

*Whereas*, McAllen ISD’s bus drivers logged approximately 750,000 miles last year, enough to circle the earth more than 30 times;

*Now Therefore*, I, Sam Saldivar, Jr., Board of Trustees of the McAllen Independent School District do hereby proclaim the week of October 17th, 2022 as

## *“National School Bus Safety Week”*

I call upon all residents to join the dedicated individuals who administer the National School Bus Program in appropriate activities that support the safe transportation and well-being of our children.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 24<sup>th</sup> day of October 2022.

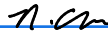
\_\_\_\_\_  
Tony Forina, President, Board of Trustees  
McAllen Independent School District

*Attest:*

\_\_\_\_\_  
Marco Suarez, Secretary, Board of Trustees  
McAllen Independent School District

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:**   
Norma Cabrera (Oct 19, 2022 19:59 CDT)

**SUPERVISOR:** 

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



**39** \_\_\_\_\_  
**Superintendent of Schools Oct 19, 2022**

<b>Grant Name</b>	School Based Mental Health Services (SBMH) Federal Grant
<b>Term of Grant</b>	Range of Awards for each 12-month budget period for up to 5 years
<b>Grant Amount</b>	Federal Grant Amount from 500,000 to 3,000,000 McAllen ISD will submit proposal for up to 1,750,000 per year for five years.
<b>Grant Manager</b>	Norma Cabrera
<b>Purpose and Use of Funds</b>	<p>The intent and purpose of the School Based Mental Health Services (SBMH)Federal Grant funding is for school districts to recruit and retain credentialed service providers serving students with mental health needs.</p> <ul style="list-style-type: none"> <li>• Increase the number of credentialed school-based mental health service providers</li> <li>• Retention and recruitment incentives for mental health providers</li> </ul> <p><b>Resources</b></p> <ul style="list-style-type: none"> <li>• Mental Health Needs of Student Surveys</li> <li>• Regional Mental Health Data</li> <li>• Attendance to the National Mental Health Conferences</li> </ul>

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBJECT:** Report Regarding Facilities, Maintenance & Operations Monthly projects

**REFERENCE:** Goal 3: Facilities Priorities; Strategy 3: Engaging Learning Environment

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

A monthly report from Facilities, Maintenance & Operations Department about various projects throughout the District is presented every month.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The attached report provides the current projects for the District.

**LEGAL REVIEW:**

None

**BUDGETARY CONSIDERATIONS:**


None

**RECOMMENDED BOARD ACTION:**

None

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

For further information contact:  
Name: Ruben Treviño  
Office: (956) 632-3200  
eMail: ruben.trevino@mcallsisd.net

**SUPERVISOR:**  \_\_\_\_\_  
Alejandra Gonzalez (Oct 19, 2022 12:37 CDT)

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



# Report Regarding



# Facilities Maintenance & Operations Projects



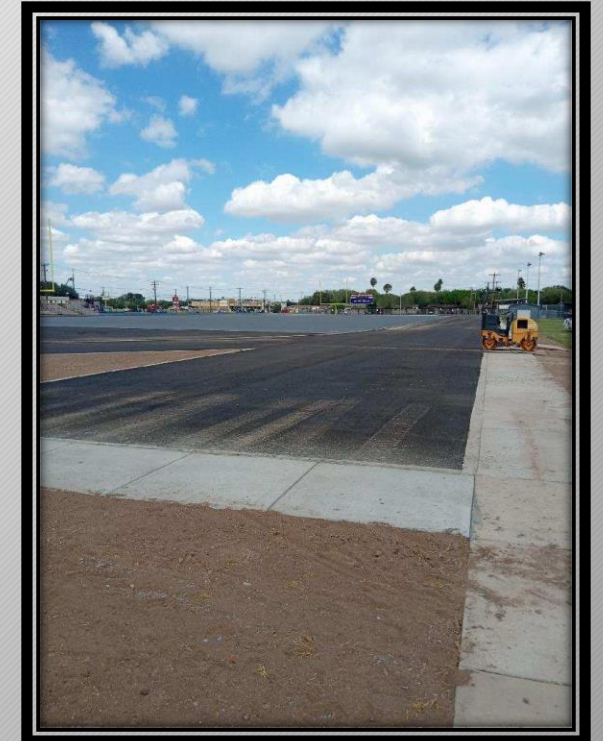
42

**October 24, 2022**

# **Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: High Schools**



## **McAllen High School Football Practice Field New Synthetic Turf and Track Installation**



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: High Schools

## Baseball and Softball Fields New Synthetic Turf Installation @

McAllen HS

Rowe HS

Memorial HS



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: High Schools

## HVAC Upgrades

- Lamar Academy
- Rowe HS



# Report Regarding Facilities Maintenance & Operations Projects Upcoming Projects: High Schools

## Black Box Theatres and Mariachi Center @

Memorial HS  
McAllen HS  
Rowe HS

## Cafeteria Expansion and or Modifications @

McAllen HS  
Lamar Academy

## Memorial HS Chiller

## McAllen ISD/UTRGV Collegiate Academy



**Report Regarding  
Facilities Maintenance & Operations Projects  
Ongoing Projects: Middle Schools**

**Travis MS Roof Upgrade**

**Surveillance Camera Upgrades @**

**De Leon MS and Morris MS**

**Chiller Replacements @**

**Fossum MS and Morris MS**



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: Middle Schools



## Cafeteria and Kitchen Upgrades @ Brown MS and De Leon MS



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: Elementary Schools



## Cafeteria and Kitchen Upgrades @ Jackson ES and Gonzales MS



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: Elementary Schools

## Chiller Replacements @

**Fields ES**

**Wilson ES**

**Perez ES**

**Milam ES**

**Castaneda ES**

**Hendricks ES**

**Sanchez ES**

## Roof Replacement @

**Houston ES and Roosevelt ES**



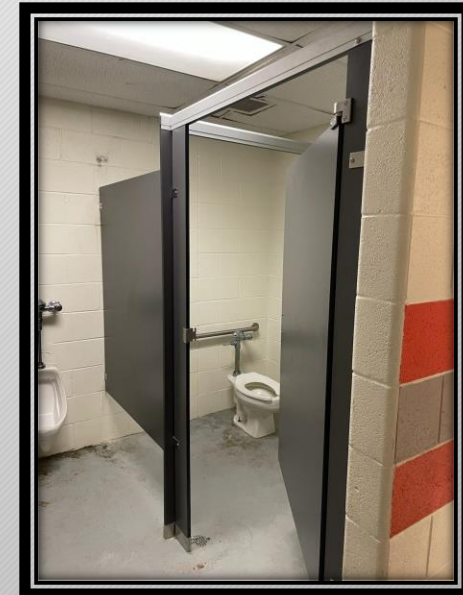
**Report Regarding  
Facilities Maintenance & Operations Projects  
Ongoing Projects: Elementary Schools**

**Gym Restroom Partition Replacement @**

**Gonzalez ES**

**Rayburn ES**

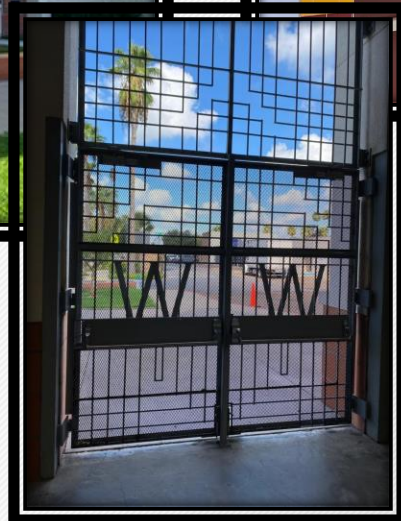
**Escandon ES**



# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects: Elementary Schools

### Wilson ES and Seguin ES Front Entrance Remodel



# Report Regarding Facilities Maintenance & Operations Projects

## Upcoming Projects: Elementary Schools

### Cafeteria Expansion and or Modifications @

**Garza ES**

**Wilson ES**

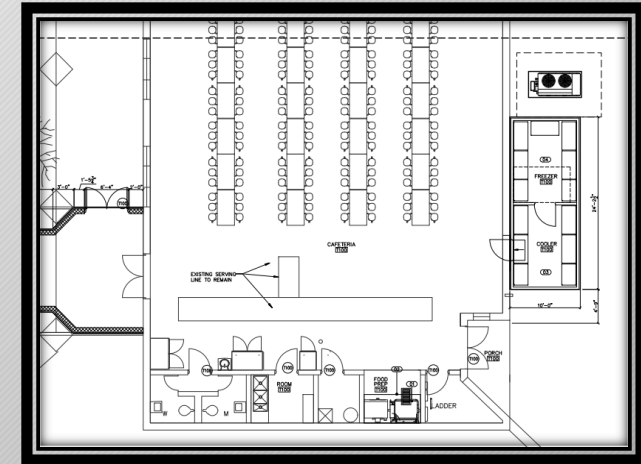
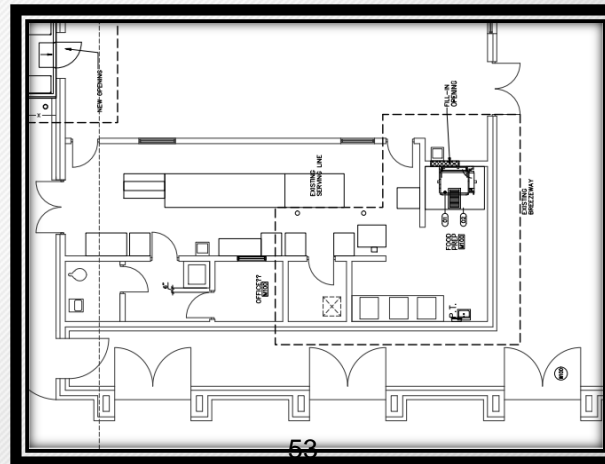
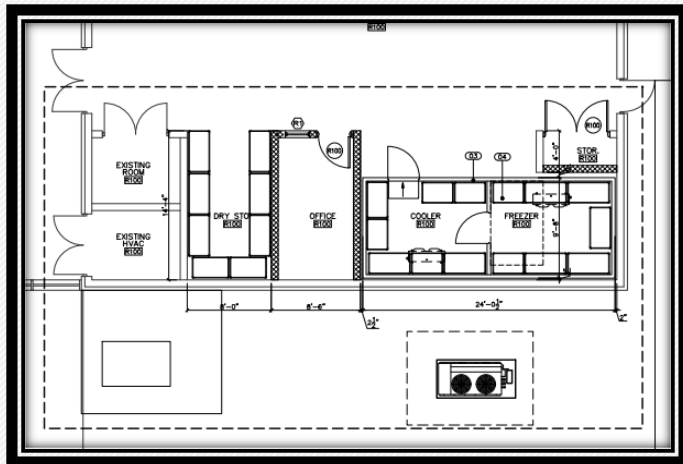
**Rayburn ES**

**Roosevelt ES**

**Escandon ES**

**Milam ES**

**Seguin ES**



# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects: District Wide

- **McAllen Veterans Memorial Stadium Press Box**
- **Crockett Fire Alarm Project**
- **Safety Fencing Upgrades District Wide**



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: District Wide

## Staff Development

### Front Security Entrance Remodel



**Report Regarding  
Facilities Maintenance & Operations Projects**



**Upcoming Projects: District Wide**

- **Crockett Roof Replacement**
- **Navarro Chiller Replacement**
- **Navarro Bilingual Department Remodel**

# Report Regarding Facilities Maintenance & Operations Projects

**Work Orders  
Submitted/Completed**

**September 2022**


**1509/ 1026**



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



**58** \_\_\_\_\_  
**Superintendent of Schools**

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
MCALLEN I.S.D. TAXES COLLECTED FOR:  
SEPTEMBER 2022

**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 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL			-		-	#DIV/0!	0.00%
2021 & PRIOR YRS	6,780,691.39	1,002,567.99	(118,494.16)	(103,673.22)	5,555,956.02	15.29%	15.38%
ROLLBACK	5,614.49		-	25,712.25	31,326.74	0.00%	59.62%
<b>TOTALS</b>	<b>6,786,305.88</b>	<b>1,002,567.99</b>	<b>(118,494.16)</b>	<b>(77,960.97)</b>	<b>5,587,282.76</b>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF SEPTEMBER 2022**

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	-	- CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	227,385.42	- PRIOR
PRIOR YEARS-P&I	74,225.21	
ROLLBACK	-	25,712.25 ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	42,062.44	- PURGED
<b>TOTAL COLLECTIONS</b>	<b>343,673.07</b>	<b>25,712.25</b>
LESS TRANSFERRED	236,670.33	
LESS IN TRANSIT	91,389.03	
LESS DUE TO HCAD COMM FEES	75.05	
LESS DUE TO CO TREASURER	15,172.00	
LESS COURT ORDER INTEREST	-	
<b>BALANCE</b>	<b>366.66</b>	

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

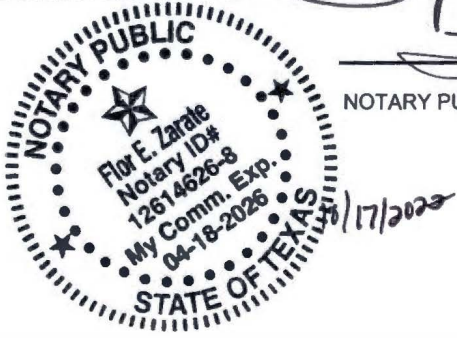
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF SEPTEMBER IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 14TH DAY OF OCTOBER 2022 A.D.

*Flor E. Zarate*  
\_\_\_\_\_  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



**60** \_\_\_\_\_  
**Superintendent of Schools**

**COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES  
FOR THE MONTH OF JULY 31, 2022**

	A APPROVED BUDGET 2021-22 07/31/21	B YTD ACTUAL 07/01/21 TO 07/31/21	C APPROVED BUDGET 2022-23 07/31/22	D YTD ACTUAL 07/01/22 TO 07/31/22	E DIFFERENCE C - D	F OUTSTANDING ENCUMBRANCES 08/01/22 06/30/23	G YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	H BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
<b>REVENUES:</b>								
LOCAL AND INTERMEDIATE SOURCES	\$3,309,586	159,183	\$3,007,363	\$299,709	\$2,707,654		\$299,709	\$2,707,654
PROPERTY TAXES	84,787,994	515,106	84,847,227	452,881	84,394,346		452,881	84,394,346
STATE PROGRAM REVENUES	133,383,459	831,807	122,747,887	910,758	121,837,129		910,758	121,837,129
FEDERAL PROGRAM REVENUES	20,132,664	500,194	24,168,809	64,381	24,104,428		64,381	24,104,428
OTHER RESOURCES/NON-OPERATING REVENUES	0	0	8,732	9,180	(448)		9,180	(448)
<b>SUB TOTAL</b>	<b>\$241,613,703</b>	<b>\$2,006,290</b>	<b>\$234,780,018</b>	<b>\$1,736,910</b>	<b>\$233,043,108</b>		<b>\$1,736,910</b>	<b>\$233,043,108</b>
<b>EXPENDITURES:</b>								
11 INSTRUCTION	\$126,554,460	929,458	\$111,906,591	\$876,293	\$111,030,298	\$103,034,604	\$103,910,897	\$7,995,694
12 INST. RES. & MEDIA SERVICES	3,568,402	21,118	3,425,497	22,456	3,403,042	2,712,712	2,735,168	690,329
13 CURRICULUM DEV. & INST. STAFF DEV.	4,574,740	209,362	4,502,568	201,611	4,300,957	2,553,129	2,754,741	1,747,827
21 INST. LEADERSHIP	3,452,412	191,672	3,283,335	211,939	3,071,396	2,216,321	2,428,261	855,074
23 SCHOOL LEADERSHIP	13,412,831	290,165	13,088,096	301,321	12,786,775	11,152,634	11,453,955	1,634,141
31 GUID., COUNSELING & EVAL. SER.	9,815,326	120,921	9,914,771	165,315	9,749,456	8,380,914	8,546,229	1,368,542
32 SOCIAL WORK SERVICES	1,945,699	51,154	1,938,730	62,350	1,876,380	1,628,894	1,691,243	247,487
33 HEALTH SERVICES	2,885,277	35,478	3,012,381	38,753	2,973,628	2,620,857	2,659,610	352,771
34 STUDENT (PUPIL) TRANS.	4,049,716	174,234	4,379,173	187,460	4,191,713	1,217,234	1,404,693	2,974,480
35 FOOD SERVICES	17,265,197	253,861	19,375,000	347,317	19,027,683	10,244,255	10,591,572	8,783,428
36 CURRICULAR/EXTRACURRICULAR ACT.	9,748,697	144,555	11,171,881	165,339	11,006,542	4,679,084	4,844,423	6,327,458
41 GENERAL ADMINISTRATION	8,043,476	662,080	7,806,869	610,884	7,195,985	5,494,868	6,105,752	1,701,117
51 PLANT MAINT. & OPERATIONS	20,349,685	1,825,298	20,985,912	2,139,518	18,846,394	9,697,828	11,837,346	9,148,566
52 SECURITY AND MONITORING SERV.	4,415,229	335,185	4,787,045	387,316	4,399,729	3,733,132	4,120,448	666,597
53 DATA PROCESSING SERVICES	4,429,511	596,003	4,839,483	734,989	4,104,494	4,059,112	4,794,101	45,382
61 COMMUNITY SERVICES	36,710	227	110,373	482	109,891	65,488	65,970	44,403
71 DEBT SERVICE	5,905,151	269,602	6,262,886	0	6,262,886	0	0	6,262,886
81 FAC. ACQUISITION & CONST.	6,000	0	26,727,306	(227,864)	26,955,170	2,390,127	2,162,263	24,565,043
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	40,000	0	40,000	0	40,000	0	0	40,000
99 OTHER INTERGOVERNMENTAL CHARGES	939,270	230,083	965,919	234,398	731,521	716,999	951,397	14,522
00 OTHER USES/NON-OPERATING EXPENSES	85,000	0	12,500,000	0	12,500,000	0	0	12,500,000
<b>SUB TOTAL</b>	<b>\$241,522,789</b>	<b>\$6,340,457</b>	<b>\$271,023,816</b>	<b>\$6,459,877</b>	<b>\$264,563,939</b>	<b>\$176,598,191</b>	<b>\$183,058,068</b>	<b>\$87,965,748</b>
REVENUES OVER (UNDER) EXPENDITURES		(\$4,334,167)		(\$4,722,968)				
PRELIMINARY BEGINNING FUND BALANCE		108,891,700		149,968,295				
PRELIMINARY ENDING FUND BALANCE		<u>\$104,557,533</u>		<u>\$145,245,327</u>				
PRELIMINARY OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		\$104,135,965		\$138,405,464				



MONTHLY INVESTMENT REPORT

# McAllen ISD

JULY 31, 2022



MEEDER

62  
PUBLIC FUNDS  
PATTERSON GROUP

# The Fight Against Inflation – a Delicate Dance

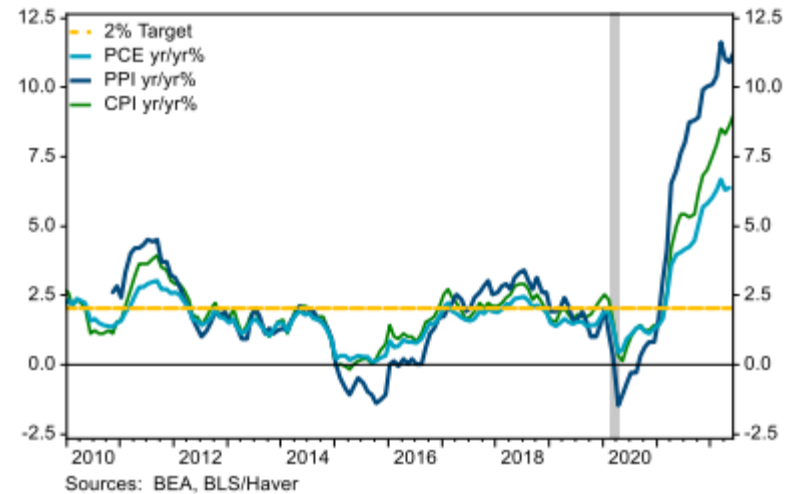
Taming raging inflation is the Federal Reserve’s top priority, even if the economy falters in the process, and they proved it with a second consecutive 0.75% increase in the overnight rate at their July meeting.

The possible increased pace of the quantitative tightening impacting the long end of the curve emphasizes the Committee’s commitment to tame the fastest inflation in 40 years. Chair Powell focused on inflation and acknowledged a slowing in growth in spending and production but stressed continued labor growth.

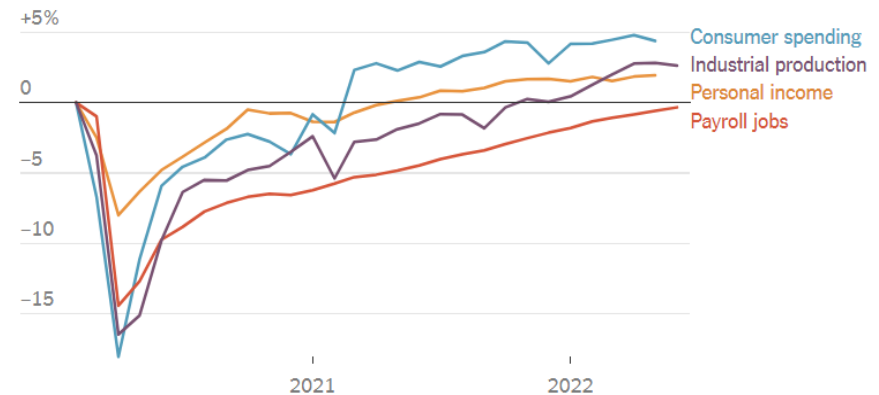
Hiking interest rates in a weak economy isn’t the norm, but it’s the task facing all central banks currently. Should inflation continue at elevated levels, it is difficult for the Fed to pivot away from its commitment to fight inflation without losing credibility in the markets and more importantly, potentially losing control of inflation expectations. Those expectations are already pointing to a potential recession.

With all eyes on inflation and the goal of reducing price pressures, a slowdown in growth appears to be a forgone conclusion. The question is, will growth slow enough, or has it already slowed enough to meet the technical definition of recession? Only time will tell.

Recessions are not something to avoid or fear they are part of a normal and unavoidable business cycle. At the very least, a recession presents a welcomed alternative to hyperinflation.



Change in select recession indicators since February 2020



Notes: Production and job data are through June. Income and spending are through May and are adjusted for inflation. Income data excludes government transfer payments. All figures are seasonally adjusted. Sources: Commerce Department, Labor Department and Federal Reserve, via FRED By The New York Times



# “May You Live in Interesting Times”

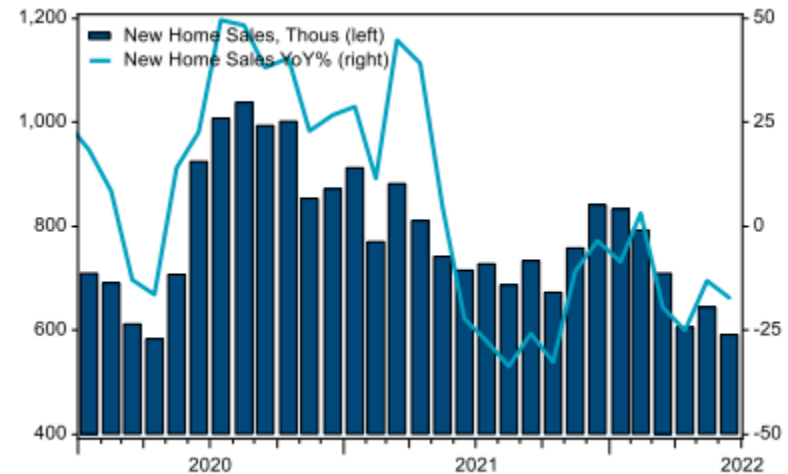
The old Chinese curse certainly echoes true today: these are without question interesting times. Growth and expectations teeter on multiple and changing indicators and events. As a result, confidence fluctuates and is generally fading. This summer has been brutal on companies and consumers alike with inflation, war, heat waves and Covid. The global supply chain problems caused by Covid were in large part the cause of the inflation and central banks have limited weapons to untangle them. They have to push rates up and hope they do not push too much and stop growth.

Russia is one key geo-political culprit regarding oil prices which is the fastest way to derail the consumer. Further atrocities and disruption in Ukraine have stopped agricultural products going to Africa, the Middle East and SW Asia. An agreement for 18M tons of wheat, corn and other crops looked hopeful until Russia bombed the Ukrainian departure port.

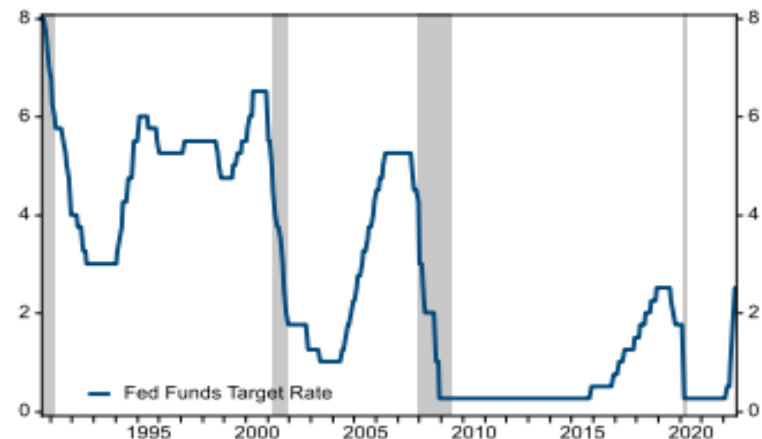
US domestic activity is slowing as the consumers’ purchasing power is eroded and businesses’ ability – and willingness – to invest deteriorates. Retail sales, ISM and personal income are all down. Housing has decreased to a two year low with rising parts and materials costs, higher labor costs and a severe shortage in specialized labor. Increased mortgage rates and housing are playing a major role in the economic outlook.

Business is cautious and trying to plan for demand going forward. Even climate change makes oil/gas companies cautious about boosting production and supplies, thus raising prices.

There are bright spots. Gas prices have declined but are still above \$4 in most of the US and a weaker economy can lower gas prices. And although headline CPI and PPI have spared again some key commodities (like copper) have decreased slightly. There is a<sup>64</sup> growing expectation that inflation has peaked. Only time will tell.



Source: Census Bureau/Haver Analytics



Source: Federal Reserve Board/Haver Analytics

# Expectations Drive Rates

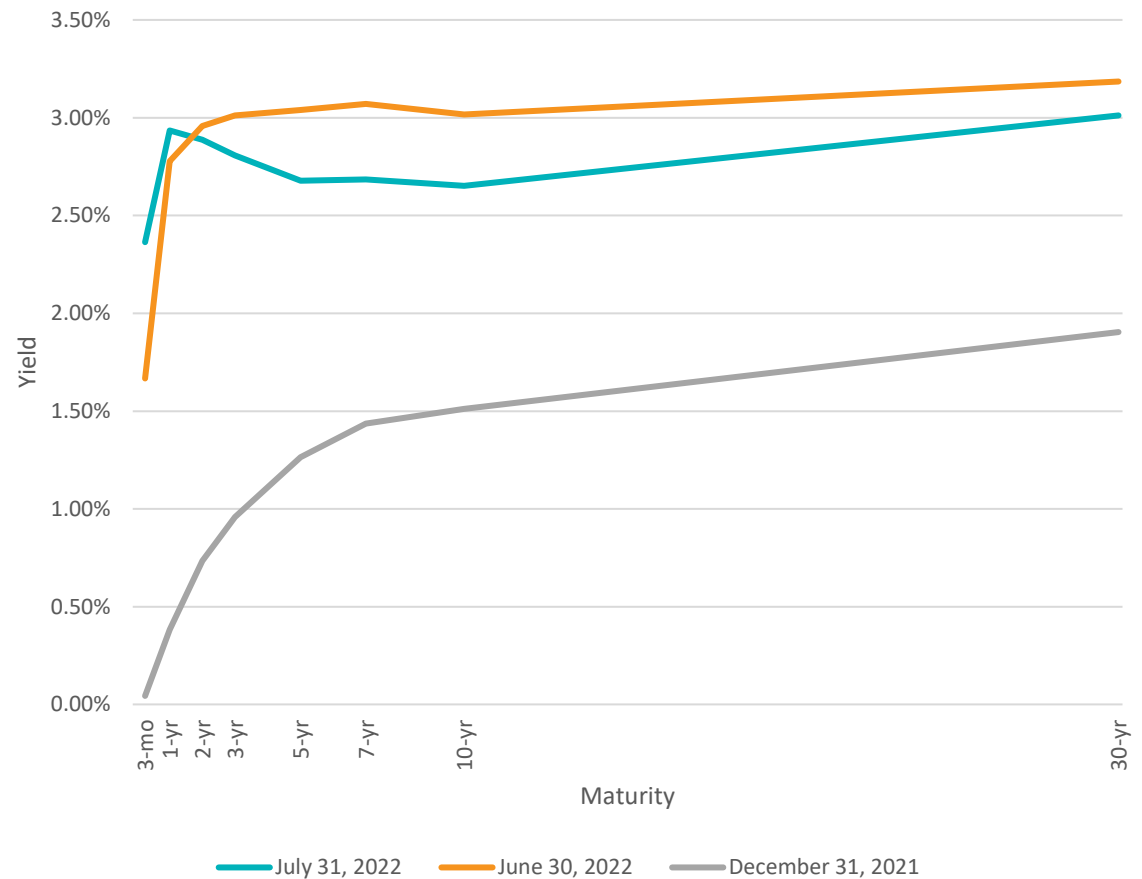
The Fed raised the overnight rate in June and again in July by 0.75% each time. The move was directed at slowing inflation.

Their fight against inflation threatens a major slowdown in the economy lowered long rates and flattened the curve signaling fear of a recession.

Increased rates reduce access to financing for those that need it, possibly putting at risk the prospect for a *soft landing*.

Business and consumers already feel a recession coming but a slower economy will slow inflation.

U.S. Treasury Yield Curve




*McAllen Independent School District*  
 Monthly Investment Report  
 July 1, 2022 – July 31, 2022

**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.

<p><b><u>Portfolio as of 06/30/22:</u></b></p> <p>Beginning Book Value           \$ 180,062,226</p> <p>Beginning Market Value       \$ 179,106,529</p> <p>WAM at Beginning Period Date<sup>1</sup>       124 days</p> <p><i>(Decrease in market value is due to seasonal cash outflows)</i></p> <p style="text-align: right;"><b>Average Yield to Maturity for period       1.321%</b></p> <p style="text-align: right;"><b>Average Yield 1-year Treasury Bill for period   3.020%</b></p> <p style="text-align: right;"><b>Average Yield 2-year Treasury Note for period   3.040%</b></p>	<p><b><u>Portfolio as of 07/31/22:</u></b></p> <p>Ending Book Value               \$ 176,257,298</p> <p>Ending Market Value           \$ 175,297,696</p> <p>Unrealized Gain/Loss               \$   (959,602)</p> <p>WAM at Ending Period Date<sup>1</sup>               118 days</p> <p>Change in Market Value<sup>2</sup>               \$   (3,808,833)</p>
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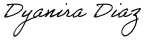
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Iris Luna, Chief Financial Officer  
 McAllen ISD



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Adelita Felix, Asst. Superintendent of Business Operations  
 McAllen ISD



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Dyanira Diaz, Director of Accounting  
 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

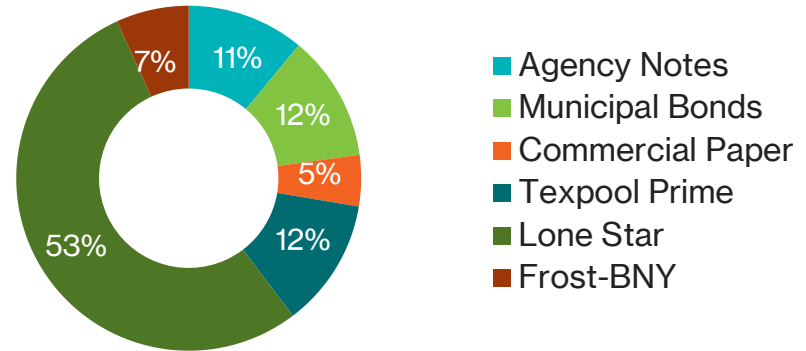
As of July 31, 2022

## Your Portfolio Statistics

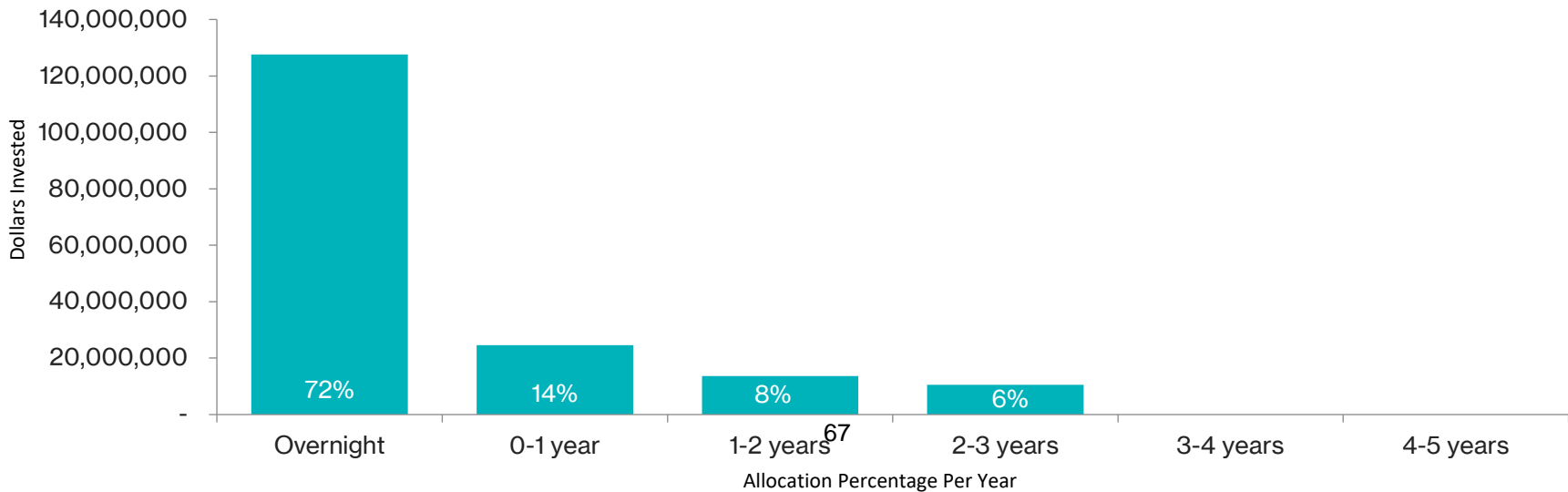
Weighted Average Maturity 0.32 years

Weighted Average Yield (All Funds) 1.321%

## Your Asset Allocation



## Your Maturity Distribution



**McAllen ISD  
Portfolio Management  
Portfolio Summary  
July 31, 2022**

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

<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	34,957.46	34,957.46	34,957.46	0.02	1	1	0.000
Frost Bank	12,008,773.45	12,008,773.45	12,008,773.45	6.81	1	1	0.020
Commercial Paper Disc. -Amortizing	8,500,000.00	8,432,465.50	8,464,377.22	4.80	221	95	1.494
Federal Agency Coupon Securities	19,400,000.00	18,774,106.00	19,400,000.00	11.01	928	697	0.897
Municipal Bonds	20,735,000.00	20,530,802.35	20,832,598.23	11.82	538	306	0.821
Texpool/Texpool Prime	21,245,345.64	21,245,345.64	21,245,345.64	12.05	1	1	1.597
Lone Star	94,271,245.70	94,271,245.70	94,271,245.70	53.49	1	1	1.607
<b>Investments</b>	<b>176,195,322.25</b>	<b>175,297,696.10</b>	<b>176,257,297.70</b>	<b>100.00%</b>	<b>177</b>	<b>118</b>	<b>1.321</b>
<b>Cash and Accrued Interest</b>							
Accrued Interest at Purchase		5,053.89	5,053.89				
Subtotal		5,053.89	5,053.89				
<b>Total Cash and Investments</b>	<b>176,195,322.25</b>	<b>175,302,749.99</b>	<b>176,262,351.59</b>		<b>177</b>	<b>118</b>	<b>1.321</b>

<b>Total Earnings</b>	<b>July 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	191,406.18	191,406.18

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.



Oct 20, 2022

Adelita Felix, Asst Sup't of Business Oper

**McAllen ISD  
Summary by Type  
July 31, 2022  
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	1,767,276.76	1,767,276.76	1.00	0.020	1
<b>Subtotal</b>	<b>1</b>	<b>1,767,276.76</b>	<b>1,767,276.76</b>	<b>1.00</b>	<b>0.020</b>	<b>1</b>
<b>Fund: Clearing Fund</b>						
Frost Bank	1	3,438,580.81	3,438,580.81	1.95	0.020	1
<b>Subtotal</b>	<b>1</b>	<b>3,438,580.81</b>	<b>3,438,580.81</b>	<b>1.95</b>	<b>0.020</b>	<b>1</b>
<b>Fund: Capital Projects Fund</b>						
Frost Bank	2	1,801,877.18	1,801,877.18	1.02	0.020	1
Lone Star	4	15,562,180.94	15,562,180.94	8.83	1.602	1
<b>Subtotal</b>	<b>6</b>	<b>17,364,058.12</b>	<b>17,364,058.12</b>	<b>9.85</b>	<b>1.438</b>	<b>1</b>
<b>Fund: Debt Service Fund</b>						
Frost Bank	1	7,542.64	7,542.64	0.00	0.020	1
Lone Star	2	3,302,064.77	3,302,064.77	1.87	1.608	1
<b>Subtotal</b>	<b>3</b>	<b>3,309,607.41</b>	<b>3,309,607.41</b>	<b>1.87</b>	<b>1.604</b>	<b>1</b>
<b>Fund: General Fund</b>						
Frost Bank	1	3,292,732.38	3,292,732.38	1.87	0.020	1
Federal Agency Coupon Securities	5	14,400,000.00	14,400,000.00	8.17	0.905	696
Lone Star	3	67,667,976.95	67,667,976.95	38.39	1.606	1
Commercial Paper Disc. -Amortizing	3	8,500,000.00	8,464,377.22	4.80	1.494	95
Municipal Bonds	7	13,385,000.00	13,450,236.62	7.63	0.752	251
Texpool/Texpool Prime	2	21,245,345.64	21,245,345.64	12.05	1.597	1
<b>Subtotal</b>	<b>21</b>	<b>128,491,054.97</b>	<b>128,520,668.81</b>	<b>72.91</b>	<b>1.388</b>	<b>111</b>
<b>Fund: Plan 457 Fund</b>						
Frost Bank	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>

**McAllen ISD  
Summary by Type  
July 31, 2022  
Grouped by Fund**

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Proprietary Fund</b>						
Frost Bank	1	1,700,763.68	1,700,763.68	0.96	0.020	1
Lone Star	2	7,739,023.04	7,739,023.04	4.39	1.632	1
<b>Subtotal</b>	<b>3</b>	<b>9,439,786.72</b>	<b>9,439,786.72</b>	<b>5.35</b>	<b>1.342</b>	<b>1</b>
<b>Fund: QSCB - Reserve Fund</b>						
BNY Mellon	1	34,957.46	34,957.46	0.02	0.000	1
Federal Agency Coupon Securities	2	5,000,000.00	5,000,000.00	2.84	0.877	699
Municipal Bonds	4	7,350,000.00	7,382,361.61	4.19	0.948	406
<b>Subtotal</b>	<b>7</b>	<b>12,384,957.46</b>	<b>12,417,319.07</b>	<b>7.05</b>	<b>0.917</b>	<b>523</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>44</b>	<b>176,195,322.25</b>	<b>176,257,297.70</b>	<b>100.00</b>	<b>1.321</b>	<b>118</b>



**McAllen ISD**  
**Fund ACT - Activity Fund**  
**Investments by Fund**  
**July 31, 2022**

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	07/01/2022	1,767,276.76	1,767,276.76	1,767,276.76	0.020	0.019	0.020	1
<b>Subtotal and Average</b>				<b>1,767,276.76</b>	<b>1,767,276.76</b>	<b>1,767,276.76</b>		<b>0.020</b>	<b>0.020</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>1,767,276.76</b>	<b>1,767,276.76</b>	<b>1,767,276.76</b>		<b>0.020</b>	<b>0.020</b>	<b>1</b>

**Fund CLEAR - Clearing Fund  
Investments by Fund  
July 31, 2022**

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	07/01/2022	3,438,580.81	3,438,580.81	3,438,580.81	0.020	0.019	0.020	1
<b>Subtotal and Average</b>				<b>3,438,580.81</b>	<b>3,438,580.81</b>	<b>3,438,580.81</b>		<b>0.020</b>	<b>0.020</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>3,438,580.81</b>	<b>3,438,580.81</b>	<b>3,438,580.81</b>		<b>0.020</b>	<b>0.020</b>	<b>1</b>

**Fund CP - Capital Projects Fund**  
**Investments by Fund**  
**July 31, 2022**

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>										
999922	10103	Frost Bank Public Checking	07/01/2022	1,750,833.60	1,750,833.60	1,750,833.60	0.020	0.019	0.020	1
SYS10109	10109	Frost Bank Public Checking	07/01/2022	51,043.58	51,043.58	51,043.58	0.020	0.019	0.020	1
<b>Subtotal and Average</b>				<b>1,801,877.18</b>	<b>1,801,877.18</b>	<b>1,801,877.18</b>		<b>0.020</b>	<b>0.020</b>	<b>1</b>
<b>Lone Star</b>										
108906G	10101	Lone Star Corporate Overnight	12/18/2019	924,120.73	924,120.73	924,120.73	1.700	1.676	1.700	1
108906I	10108	Lone Star Corporate Overnight	02/21/2020	6,599,368.69	6,599,368.69	6,599,368.69	1.700	1.676	1.700	1
108906H	10102	Lone Star Government ON	12/18/2019	1,023,619.22	1,023,619.22	1,023,619.22	1.510	1.489	1.510	1
108906J	10113	Lone Star Government ON	03/12/2020	7,015,072.30	7,015,072.30	7,015,072.30	1.510	1.489	1.510	1
<b>Subtotal and Average</b>				<b>15,562,180.94</b>	<b>15,562,180.94</b>	<b>15,562,180.94</b>		<b>1.580</b>	<b>1.602</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>17,364,058.12</b>	<b>17,364,058.12</b>	<b>17,364,058.12</b>		<b>1.418</b>	<b>1.438</b>	<b>1</b>

**Fund DS - Debt Service Fund  
Investments by Fund  
July 31, 2022**

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	07/01/2022	7,542.64	7,542.64	7,542.64	0.020	0.019	0.020	1
<b>Subtotal and Average</b>				<b>7,542.64</b>	<b>7,542.64</b>	<b>7,542.64</b>		<b>0.020</b>	<b>0.020</b>	<b>1</b>
<b>Lone Star</b>										
108906B	10032	Lone Star Corporate Overnight	10/22/2015	1,699,530.96	1,699,530.96	1,699,530.96	1.700	1.676	1.700	1
108906C	10089	Lone Star Government ON	08/05/2019	1,602,533.81	1,602,533.81	1,602,533.81	1.510	1.489	1.510	1
<b>Subtotal and Average</b>				<b>3,302,064.77</b>	<b>3,302,064.77</b>	<b>3,302,064.77</b>		<b>1.586</b>	<b>1.608</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>3,309,607.41</b>	<b>3,309,607.41</b>	<b>3,309,607.41</b>		<b>1.582</b>	<b>1.604</b>	<b>1</b>

**Fund GEN - General Fund  
Investments by Fund  
July 31, 2022**

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	07/01/2022	3,292,732.38	3,292,732.38	3,292,732.38	0.020	0.019	0.020		1
<b>Subtotal and Average</b>				<b>3,292,732.38</b>	<b>3,292,732.38</b>	<b>3,292,732.38</b>		<b>0.020</b>	<b>0.020</b>		<b>1</b>
<b>Commercial Paper Disc. -Amortizing</b>											
22533ULR2	10160	Credit Agricole CP	05/26/2022	2,483,163.89	2,500,000.00	2,475,587.50		2.159	2.189	11/25/2022	116
63873KJG3	10155	Natixis NY CP	02/22/2022	2,996,665.00	3,000,000.00	2,990,214.00		0.880	0.892	09/16/2022	46
63873KM61	10157	Natixis NY CP	03/14/2022	2,984,548.33	3,000,000.00	2,966,664.00		1.498	1.519	12/06/2022	127
<b>Subtotal and Average</b>				<b>8,464,377.22</b>	<b>8,500,000.00</b>	<b>8,432,465.50</b>		<b>1.474</b>	<b>1.494</b>		<b>95</b>
<b>Federal Agency Coupon Securities</b>											
3130ANDP2	10143	FHLB Call Note	08/18/2021	2,400,000.00	2,400,000.00	2,336,992.37	0.250	0.246	0.250	08/18/2023	382
3130APQM0	10150	FHLB Call Note	11/18/2021	3,000,000.00	3,000,000.00	2,856,799.08	1.000	0.986	1.000	11/18/2024	840
3130APQU2	10151	FHLB Call Note	11/22/2021	2,000,000.00	2,000,000.00	1,942,796.82	0.650	0.641	0.650	11/22/2023	478
3130AQLR2	10153	FHLB Call Note	02/07/2022	2,500,000.00	2,500,000.00	2,422,505.98	1.000	0.986	1.000	02/07/2024	555
3130AQYM9	10156	FHLB Step Note	02/28/2022	4,500,000.00	4,500,000.00	4,404,629.03	1.250	1.232	1.250	02/28/2025	942
<b>Subtotal and Average</b>				<b>14,400,000.00</b>	<b>14,400,000.00</b>	<b>13,963,723.28</b>		<b>0.892</b>	<b>0.905</b>		<b>695</b>
<b>Municipal Bonds</b>											
116083WW2	10154	Brownsburg IN 1999 School Bldg	02/16/2022	5,005,287.31	5,000,000.00	5,000,750.00	1.750	1.027	1.042	02/01/2023	184
476637AR4	10158	Jersey City NJ Redevel Agy	03/16/2022	2,209,501.25	2,200,000.00	2,183,654.00	2.000	1.282	1.300	03/16/2023	227
67872OKM4	10145	Oklahoma County OK ISD	09/23/2021	1,102,372.41	1,100,000.00	1,068,518.00	0.500	0.234	0.238	09/01/2023	396
678553AP3	10147	Oklahoma City Econ Dev Trust	09/27/2021	1,017,188.13	1,000,000.00	1,001,030.00	3.204	0.246	0.250	03/01/2023	212
73358W4V3	10148	Port Authority of NY & NJ	10/15/2021	1,514,142.88	1,505,000.00	1,477,383.25	1.086	0.414	0.420	07/01/2023	334
8717027U4	10141	Syracuse NY	06/30/2021	1,601,744.64	1,580,000.00	1,585,877.60	2.000	0.246	0.249	05/15/2023	287
953107AB5	10142	West Hartford CT	07/08/2021	1,000,000.00	1,000,000.00	974,360.00	0.466	0.459	0.465	07/01/2023	334
<b>Subtotal and Average</b>				<b>13,450,236.62</b>	<b>13,385,000.00</b>	<b>13,291,572.85</b>		<b>0.741</b>	<b>0.752</b>		<b>250</b>
<b>Texpool/Texpool Prime</b>											
999921	10092	Texpool	08/05/2019	10,594,603.47	10,594,603.47	10,594,603.47	1.521	1.499	1.520		1
999920	10034	Texpool Prime	11/03/2015	10,650,742.17	10,650,742.17	10,650,742.17	1.672	1.649	1.672		1
<b>Subtotal and Average</b>				<b>21,245,345.64</b>	<b>21,245,345.64</b>	<b>21,245,345.64</b>		<b>1.575</b>	<b>1.597</b>		<b>1</b>

**Fund GEN - General Fund  
Investments by Fund  
July 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<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	34,035,885.51	34,035,885.51	34,035,885.51	1.700	1.676	1.700	1
108906D	10090	Lone Star Government ON	08/05/2019	33,632,091.44	33,632,091.44	33,632,091.44	1.510	1.489	1.510	1
<b>Subtotal and Average</b>				<b>67,667,976.95</b>	<b>67,667,976.95</b>	<b>67,667,976.95</b>		<b>1.584</b>	<b>1.606</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>128,520,668.81</b>	<b>128,491,054.97</b>	<b>127,893,816.60</b>		<b>1.369</b>	<b>1.388</b>	<b>111</b>

**Fund PLAN457 - Plan 457 Fund  
Investments by Fund  
July 31, 2022**

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	07/01/2022	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>

**Fund PROP - Proprietary Fund  
Investments by Fund  
July 31, 2022**

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	07/01/2022	1,700,763.68	1,700,763.68	1,700,763.68	0.020	0.019	0.020	1
<b>Subtotal and Average</b>				<b>1,700,763.68</b>	<b>1,700,763.68</b>	<b>1,700,763.68</b>		<b>0.020</b>	<b>0.020</b>	<b>1</b>
<b>Lone Star</b>										
108906A	10025	Lone Star Corporate Overnight	08/05/2015	4,972,470.56	4,972,470.56	4,972,470.56	1.700	1.676	1.700	1
108906E	10091	Lone Star Government ON	08/05/2019	2,766,552.48	2,766,552.48	2,766,552.48	1.510	1.489	1.510	1
<b>Subtotal and Average</b>				<b>7,739,023.04</b>	<b>7,739,023.04</b>	<b>7,739,023.04</b>		<b>1.610</b>	<b>1.632</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>9,439,786.72</b>	<b>9,439,786.72</b>	<b>9,439,786.72</b>		<b>1.323</b>	<b>1.342</b>	<b>1</b>

**Fund QSCB - QSCB - Reserve Fund  
Investments by Fund  
July 31, 2022**

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	07/01/2022	34,957.46	34,957.46	34,957.46					1
<b>Subtotal and Average</b>				<b>34,957.46</b>	<b>34,957.46</b>	<b>34,957.46</b>		<b>0.000</b>	<b>0.000</b>		<b>1</b>
<b>Federal Agency Coupon Securities</b>											
3130ANDP2	10144	FHLB Call Note	08/18/2021	2,000,000.00	2,000,000.00	1,947,493.64	0.250	0.246	0.250	08/18/2023	382
3130AQJM6	10152	FHLB Call Note	01/28/2022	3,000,000.00	3,000,000.00	2,862,889.08	1.250	1.276	1.294	01/28/2025	911
<b>Subtotal and Average</b>				<b>5,000,000.00</b>	<b>5,000,000.00</b>	<b>4,810,382.72</b>		<b>0.865</b>	<b>0.877</b>		<b>699</b>
<b>Municipal Bonds</b>											
476637AR4	10159	Jersey City NJ Redev Agy	03/16/2022	1,255,398.44	1,250,000.00	1,240,712.50	2.000	1.282	1.300	03/16/2023	227
578060EQ4	10161	Mayes County OK ISD	06/29/2022	1,607,462.20	1,600,000.00	1,601,632.00	3.300	2.351	2.384	06/01/2024	670
678720KM4	10146	Oklahoma County OK ISD	09/23/2021	2,004,313.47	2,000,000.00	1,942,760.00	0.500	0.234	0.238	09/01/2023	396
73358W4V3	10149	Port Authority of NY & NJ	10/15/2021	2,515,187.50	2,500,000.00	2,454,125.00	1.086	0.414	0.420	07/01/2023	334
<b>Subtotal and Average</b>				<b>7,382,361.61</b>	<b>7,350,000.00</b>	<b>7,239,229.50</b>		<b>0.935</b>	<b>0.948</b>		<b>405</b>
<b>Total Investments and Average</b>				<b>12,417,319.07</b>	<b>12,384,957.46</b>	<b>12,084,569.68</b>		<b>0.904</b>	<b>0.917</b>		<b>522</b>

**Fund QSCBDS - QSCB - Debt Service  
Investments by Fund  
July 31, 2022**

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	07/01/2022	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 July 1, 2022 - July 31, 2022**  
**Grouped by Fund**

Patterson & Associates  
 901 S. MoPac  
 Suite 195  
 Austin, TX 78746  
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Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
<b>General Fund</b>											
07/01/2022	10142	GEN	Interest	953107AB5	1,000,000.00	WESTHT 1.0M 0.47% Mat.	07/01/2023	0.00	4,569.39	0.00	4,569.39
07/01/2022	10148	GEN	Interest	73358W4V3	1,505,000.00	PORTNW 1.5M 1.09% Mat.	07/01/2023	0.00	8,172.15	0.00	8,172.15
<b>Subtotal</b>								<b>0.00</b>	<b>12,741.54</b>	<b>0.00</b>	<b>12,741.54</b>
<b>QSCB - Reserve Fund</b>											
07/01/2022	10149	QSCB	Interest	73358W4V3	2,500,000.00	PORTNW 2.5M 1.09% Mat.	07/01/2023	0.00	13,575.00	0.00	13,575.00
07/28/2022	10152	QSCB	Interest	3130AQJM6	3,000,000.00	FHLBC 3.0M 1.25% Mat. 01/28/2025	01/28/2025	0.00	18,750.00	0.00	18,750.00
<b>Subtotal</b>								<b>0.00</b>	<b>32,325.00</b>	<b>0.00</b>	<b>32,325.00</b>
<b>Total</b>								<b>0.00</b>	<b>45,066.54</b>	<b>0.00</b>	<b>45,066.54</b>

**McAllen ISD  
Purchases Report  
Sorted by Fund - Fund  
July 1, 2022 - July 31, 2022**

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>Plan 457 Fund</b>													
999916	10021	PLAN457	LA2	FBPC	0.00	07/01/2022	08/01 - Monthly	0.00					0.00
				<b>Subtotal</b>	<b>0.00</b>			<b>0.00</b>	<b>0.00</b>				<b>0.00</b>
<b>QSCB - Reserve Fund</b>													
882521	10014	QSCB	LA1	BNYC	2,632.46	07/01/2022	04/01 - Monthly	2,632.46					34,957.46
				<b>Subtotal</b>	<b>2,632.46</b>			<b>2,632.46</b>	<b>0.00</b>				<b>34,957.46</b>
<b>QSCB - Debt Service</b>													
882520	10040	QSCBDS	LA1	BNYC	0.00	07/01/2022	03/01 - Monthly	0.00					0.00
				<b>Subtotal</b>	<b>0.00</b>			<b>0.00</b>	<b>0.00</b>				<b>0.00</b>
				<b>Total Purchases</b>	<b>2,632.46</b>			<b>2,632.46</b>	<b>0.00</b>				<b>34,957.46</b>

**McAllen ISD**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**July 1, 2022 - July 31, 2022**  
**Yield on Average Book Value**

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

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: Activity Fund</b>												
999915	10020	ACT	LA2	1,767,276.76	1,755,979.79	1,757,073.49		0.020	0.014	20.42	0.00	20.42
			<b>Subtotal</b>	<b>1,767,276.76</b>	<b>1,755,979.79</b>	<b>1,757,073.49</b>			<b>0.014</b>	<b>20.42</b>	<b>0.00</b>	<b>20.42</b>
<b>Fund: Clearing Fund</b>												
999914	10019	CLEAR	LA2	3,438,580.81	3,810,253.66	3,774,286.29		0.020	0.006	20.10	0.00	20.10
			<b>Subtotal</b>	<b>3,438,580.81</b>	<b>3,810,253.66</b>	<b>3,774,286.29</b>			<b>0.006</b>	<b>20.10</b>	<b>0.00</b>	<b>20.10</b>
<b>Fund: Capital Projects Fund</b>												
108906G	10101	CP	RR2	924,120.73	922,791.12	922,919.79		1.700	1.696	1,329.61	0.00	1,329.61
108906I	10108	CP	RR2	6,599,368.69	6,589,873.60	6,590,792.48		1.700	1.696	9,495.09	0.00	9,495.09
999922	10103	CP	LA2	1,750,833.60	1,779,365.08	1,768,317.14		0.020	0.009	13.52	0.00	13.52
SYS10109	10109	CP	LA2	51,043.58	148,199.04	110,590.23		0.020	0.009	0.85	0.00	0.85
108906J	10113	CP	RR2	7,015,072.30	7,006,101.18	7,006,969.35		1.510	1.507	8,971.12	0.00	8,971.12
108906H	10102	CP	RR2	1,023,619.22	1,022,310.18	1,022,436.86		1.510	1.507	1,309.04	0.00	1,309.04
			<b>Subtotal</b>	<b>17,364,058.12</b>	<b>17,468,640.20</b>	<b>17,422,025.85</b>			<b>1.427</b>	<b>21,119.23</b>	<b>0.00</b>	<b>21,119.23</b>
<b>Fund: Debt Service Fund</b>												
108906B	10032	DS	RR2	1,699,530.96	1,656,486.50	1,684,148.33		1.700	1.697	2,427.12	0.00	2,427.12
999918	10023	DS	LA2	7,542.64	6,920.19	7,113.57		0.020	0.008	0.05	0.00	0.05
108906C	10089	DS	RR2	1,602,533.81	1,598,344.96	1,599,993.06		1.510	1.508	2,048.59	0.00	2,048.59
			<b>Subtotal</b>	<b>3,309,607.41</b>	<b>3,261,751.65</b>	<b>3,291,254.97</b>			<b>1.601</b>	<b>4,475.76</b>	<b>0.00</b>	<b>4,475.76</b>
<b>Fund: General Fund</b>												
999921	10092	GEN	RRP	10,594,603.47	10,580,938.77	10,582,261.16		1.521	1.520	13,664.70	0.00	13,664.70
108906	10003	GEN	RR2	34,035,885.51	34,330,201.29	30,826,992.24		1.700	1.699	44,480.53	0.00	44,480.53
999917	10022	GEN	LA2	3,292,732.38	6,399,828.18	6,099,143.59		0.020	0.011	58.87	0.00	58.87
999920	10034	GEN	RRP	10,650,742.17	10,635,636.18	10,637,098.05		1.672	1.672	15,105.99	0.00	15,105.99
3130AQLR2	10153	GEN	FAC	2,500,000.00	2,500,000.00	2,500,000.00	02/07/2024	1.000	0.981	2,083.33	0.00	2,083.33
3130APQM0	10150	GEN	FAC	3,000,000.00	3,000,000.00	3,000,000.00	11/18/2024	1.000	0.981	2,500.00	0.00	2,500.00

**McAllen ISD**  
**Interest Earnings**  
**July 1, 2022 - July 31, 2022**

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>												
3130APQU2	10151	GEN	FAC	2,000,000.00	2,000,000.00	2,000,000.00	11/22/2023	0.650	0.638	1,083.34	0.00	1,083.34
3130ANDP2	10143	GEN	FAC	2,400,000.00	2,400,000.00	2,400,000.00	08/18/2023	0.250	0.245	500.00	0.00	500.00
63873KJG3	10155	GEN	ACP	3,000,000.00	2,994,417.50	2,995,577.50	09/16/2022		0.883	0.00	2,247.50	2,247.50
63873KM61	10157	GEN	ACP	3,000,000.00	2,980,776.67	2,982,723.33	12/06/2022		1.489	0.00	3,771.66	3,771.66
108906D	10090	GEN	RR2	33,632,091.44	33,589,081.56	33,593,243.81		1.510	1.507	43,009.88	0.00	43,009.88
116083WW2	10154	GEN	MC2	5,000,000.00	5,010,574.62	5,007,845.69	02/01/2023	1.750	0.504	7,431.51	-5,287.31	2,144.20
476637AR4	10158	GEN	MC2	2,200,000.00	2,210,768.08	2,210,093.80	03/16/2023	2.000	1.279	3,666.67	-1,266.83	2,399.84
8717027U4	10141	GEN	MC2	1,580,000.00	1,604,041.61	1,602,819.03	05/15/2023	2.000	0.247	2,633.33	-2,296.97	336.36
953107AB5	10142	GEN	MC2	1,000,000.00	1,000,000.00	1,000,000.00	07/01/2023	0.466	0.457	388.33	0.00	388.33
678720KM4	10145	GEN	MC2	1,100,000.00	1,102,554.90	1,102,457.77	09/01/2023	0.500	0.295	458.34	-182.49	275.85
678553AP3	10147	GEN	MC2	1,000,000.00	1,019,643.58	1,018,336.65	03/01/2023	3.204	0.248	2,670.00	-2,455.45	214.55
73358W4V3	10148	GEN	MC2	1,505,000.00	1,514,974.05	1,514,531.65	07/01/2023	1.086	0.413	1,362.03	-831.17	530.86
3130AQYM9	10156	GEN	FAC	4,500,000.00	4,500,000.00	4,500,000.00	02/28/2025	1.250	1.226	4,687.50	0.00	4,687.50
22533ULR2	10160	GEN	ACP	2,500,000.00	2,478,664.58	2,480,986.80	11/25/2022		2.135	0.00	4,499.31	4,499.31
<b>Subtotal</b>				<b>128,491,054.97</b>	<b>131,852,101.57</b>	<b>128,054,111.05</b>			<b>1.324</b>	<b>145,784.35</b>	<b>-1,801.75</b>	<b>143,982.60</b>
<b>Fund: Proprietary Fund</b>												
108906A	10025	PROP	RR2	4,972,470.56	5,764,578.12	5,507,277.39		1.700	1.687	7,892.44	0.00	7,892.44
999919	10024	PROP	LA2	1,700,763.68	998,140.56	1,066,137.35		0.020	0.009	8.29	0.00	8.29
108906E	10091	PROP	RR2	2,766,552.48	2,763,014.52	2,763,356.90		1.510	1.507	3,537.96	0.00	3,537.96
<b>Subtotal</b>				<b>9,439,786.72</b>	<b>9,525,733.20</b>	<b>9,336,771.64</b>			<b>1.442</b>	<b>11,438.69</b>	<b>0.00</b>	<b>11,438.69</b>
<b>Fund: QSCB - Reserve Fund</b>												
882521	10014	QSCB	LA1	34,957.46	0.00	18,626.81				0.00	0.00	0.00
3130AQJM6	10152	QSCB	FAC	3,000,000.00	3,000,000.00	3,000,000.00	01/28/2025	1.250	1.226	3,125.00	0.00	3,125.00
3130ANDP2	10144	QSCB	FAC	2,000,000.00	2,000,000.00	2,000,000.00	08/18/2023	0.250	0.245	416.67	0.00	416.67
476637AR4	10159	QSCB	MC2	1,250,000.00	1,256,118.23	1,255,735.11	03/16/2023	2.000	1.279	2,083.33	-719.79	1,363.54
678720KM4	10146	QSCB	MC2	2,000,000.00	2,004,645.27	2,004,468.67	09/01/2023	0.500	0.295	833.34	-331.80	501.54
73358W4V3	10149	QSCB	MC2	2,500,000.00	2,516,568.18	2,515,833.30	07/01/2023	1.086	0.413	2,262.50	-1,380.68	881.82
578060EQ4	10161	QSCB	MC2	1,600,000.00	1,607,801.39	1,607,620.85	06/01/2024	3.300	2.974	4,400.00	-339.19	4,060.81
<b>Subtotal</b>				<b>12,384,957.46</b>	<b>12,385,133.07</b>	<b>12,402,284.75</b>			<b>0.983</b>	<b>13,120.84</b>	<b>-2,771.46</b>	<b>10,349.38</b>
<b>Total</b>				<b>176,195,322.25</b>	<b>180,059,593.14</b>	<b>176,037,808.04</b>			<b>1.280</b>	<b>195,979.39</b>	<b>-4,573.21</b>	<b>191,406.18</b>

**McAllen ISD  
Amortization Schedule  
July 1, 2022 - July 31, 2022  
Sorted By Fund - Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
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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 07/01/2022	Amount Amortized This Period	Amt Amortized Through 07/31/2022	Amount Unamortized Through 07/31/2022
<b>General Fund</b>										
10154	GEN	02/01/2023	5,000,000.00	5,033,600.00	33,600.00	5,005,287.31	-23,025.38	-5,287.31	-28,312.69	5,287.31
Brownsburg IN 1999 School Bldg		09/01/2022	1.750				10,574.62			
10160	GEN	11/25/2022	2,500,000.00	2,473,439.58	-26,560.42	2,483,163.89	5,225.00	4,499.31	9,724.31	-16,836.11
Credit Agricole CP							-21,335.42			
10158	GEN	03/16/2023	2,200,000.00	2,215,202.00	15,202.00	2,209,501.25	-4,433.92	-1,266.83	-5,700.75	9,501.25
Jersey City NJ Redev Agy			2.000				10,768.08			
10155	GEN	09/16/2022	3,000,000.00	2,985,065.01	-14,934.99	2,996,665.00	9,352.49	2,247.50	11,599.99	-3,335.00
Natixis NY CP							-5,582.50			
10157	GEN	12/06/2022	3,000,000.00	2,967,515.00	-32,485.00	2,984,548.33	13,261.67	3,771.66	17,033.33	-15,451.67
Natixis NY CP							-19,223.33			
10145	GEN	09/01/2023	1,100,000.00	1,104,246.00	4,246.00	1,102,372.41	-1,691.10	-182.49	-1,873.59	2,372.41
Oklahoma County OK ISD			0.500				2,554.90			
10147	GEN	03/01/2023	1,000,000.00	1,042,070.00	42,070.00	1,017,188.13	-22,426.42	-2,455.45	-24,881.87	17,188.13
Oklahoma City Econ Dev Trust			3.204				19,643.58			
10148	GEN	07/01/2023	1,505,000.00	1,522,066.70	17,066.70	1,514,142.88	-7,092.65	-831.17	-7,923.82	9,142.88
Port Authority of NY & NJ			1.086				9,974.05			
10141	GEN	05/15/2023	1,580,000.00	1,631,681.80	51,681.80	1,601,744.64	-27,640.19	-2,296.97	-29,937.16	21,744.64
Syracuse NY			2.000				24,041.61			
<b>Subtotal</b>				<b>20,974,886.09</b>	<b>89,886.09</b>	<b>20,914,613.84</b>	<b>-58,470.50</b>	<b>-1,801.75</b>	<b>-60,272.25</b>	<b>29,613.84</b>
							<b>31,415.59</b>			
<b>QSCB - Reserve Fund</b>										
10152	QSCB	01/28/2025	3,000,000.00	2,996,100.00	-3,900.00	3,000,000.00	3,900.00	0.00	3,900.00	0.00
FHLB Call Note		04/28/2022	1.250				0.00			
10159	QSCB	03/16/2023	1,250,000.00	1,258,637.50	8,637.50	1,255,398.44	-2,519.27	-719.79	-3,239.06	5,398.44
Jersey City NJ Redev Agy			2.000				6,118.23			
10161	QSCB	06/01/2024	1,600,000.00	1,607,824.00	7,824.00	1,607,462.20	-22.61	-339.19	-361.80	7,462.20
Mayes County OK ISD			3.300				7,801.39			
10146	QSCB	09/01/2023	2,000,000.00	2,007,720.00	7,720.00	2,004,313.47	-3,074.73	-331.80	-3,406.53	4,313.47
Oklahoma County OK ISD			0.500				4,645.27			
10149	QSCB	07/01/2023	2,500,000.00	2,528,350.00	28,350.00	2,515,187.50	-11,781.82	-1,380.68	-13,162.50	15,187.50
Port Authority of NY & NJ			1.086				16,568.18			
<b>Subtotal</b>				<b>10,398,631.50</b>	<b>48,631.50</b>	<b>10,382,361.61</b>	<b>-13,498.43</b>	<b>-2,771.46</b>	<b>-16,269.89</b>	<b>32,361.61</b>
							<b>35,133.07</b>			

**McAllen ISD**  
**Amortization Schedule**  
**July 1, 2022 - July 31, 2022**

<u>Investment #</u>	<u>Maturity Date</u>	<u>Beginning Par Value</u>				<u>Amounts Amortized</u>				
<u>Issuer</u>	<u>Fund</u>	<u>Amort. Date</u>	<u>Current Rate</u>	<u>Purchase Principal</u>	<u>Original Premium or Discount</u>	<u>Ending Book Value</u>	<u>And Unamortized As of 07/01/2022</u>	<u>Amount Amortized This Period</u>	<u>Amt Amortized Through 07/31/2022</u>	<u>Amount Unamortized Through 07/31/2022</u>
			Total	31,373,517.59	138,517.59	31,296,975.45	-71,968.93 66,548.66	-4,573.21	-76,542.14	61,975.45

**McAllen ISD**  
**Projected Cashflow Report**  
**Sorted by Monthly**  
**For the Period August 1, 2022 - February 28, 2023**

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>August 2022</b>										
08/07/2022	10153	GEN	3130AQLR2	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
08/07/2022	10153	GEN	3130AQLR2	Call	FHLB Call Note	2,500,000.00	2,500,000.00	2,500,000.00	0.00	2,500,000.00
08/18/2022	10143	GEN	3130ANDP2	Interest	FHLB Call Note	0.00	0.00	0.00	3,000.00	3,000.00
08/18/2022	10143	GEN	3130ANDP2	Call	FHLB Call Note	2,400,000.00	2,400,000.00	2,400,000.00	0.00	2,400,000.00
08/18/2022	10144	QSCB	3130ANDP2	Interest	FHLB Call Note	0.00	0.00	0.00	2,500.00	2,500.00
08/18/2022	10144	QSCB	3130ANDP2	Call	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00
08/18/2022	10150	GEN	3130APQM0	Call	FHLB Call Note	3,000,000.00	3,000,000.00	3,000,000.00	0.00	3,000,000.00
08/22/2022	10151	GEN	3130APQU2	Call	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00
08/28/2022	10156	GEN	3130AQYM9	Interest	FHLB Step Note	0.00	0.00	0.00	28,125.00	28,125.00
<b>Total for August 2022</b>						<b>11,900,000.00</b>	<b>11,900,000.00</b>	<b>11,900,000.00</b>	<b>46,125.00</b>	<b>11,946,125.00</b>
<b>September 2022</b>										
09/01/2022	10147	GEN	678553AP3	Interest	Oklahoma City Econ Dev Trust	0.00	0.00	0.00	16,020.00	16,020.00
09/01/2022	10154	GEN	116083WW2	Call	Brownsburg IN 1999 School Bldg	5,000,000.00	5,033,600.00	5,000,000.00	0.00	5,000,000.00
09/16/2022	10155	GEN	63873KJG3	Maturity	Natixis NY CP	3,000,000.00	2,985,065.01	3,000,000.00	0.00	3,000,000.00
<b>Total for September 2022</b>						<b>8,000,000.00</b>	<b>8,018,665.01</b>	<b>8,000,000.00</b>	<b>16,020.00</b>	<b>8,016,020.00</b>
<b>October 2022</b>										
10/28/2022	10152	QSCB	3130AQJM6	Call	FHLB Call Note	3,000,000.00	2,996,100.00	3,000,000.00	0.00	3,000,000.00
<b>Total for October 2022</b>						<b>3,000,000.00</b>	<b>2,996,100.00</b>	<b>3,000,000.00</b>	<b>0.00</b>	<b>3,000,000.00</b>
<b>November 2022</b>										
11/15/2022	10141	GEN	8717027U4	Interest	Syracuse NY	0.00	0.00	0.00	15,800.00	15,800.00
11/18/2022	10150	GEN	3130APQM0	Interest	FHLB Call Note	0.00	0.00	0.00	15,000.00	15,000.00
11/22/2022	10151	GEN	3130APQU2	Interest	FHLB Call Note	0.00	0.00	0.00	6,500.00	6,500.00
11/25/2022	10160	GEN	22533ULR2	Maturity	Credit Agricole CP	2,500,000.00	2,473,439.58	2,500,000.00	0.00	2,500,000.00
<b>Total for November 2022</b>						<b>2,500,000.00</b>	<b>2,473,439.58</b>	<b>2,500,000.00</b>	<b>37,300.00</b>	<b>2,537,300.00</b>
<b>December 2022</b>										
12/06/2022	10157	GEN	63873KM61	Maturity	Natixis NY CP	3,000,000.00	2,967,515.00	3,000,000.00	0.00	3,000,000.00
<b>Total for December 2022</b>						<b>3,000,000.00</b>	<b>2,967,515.00</b>	<b>3,000,000.00</b>	<b>0.00</b>	<b>3,000,000.00</b>
<b>January 2023</b>										

**McAllen ISD**  
**Projected Cashflow Report**  
**For the Period August 1, 2022 - February 28, 2023**

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
<b>January 2023</b>										
01/01/2023	10142	GEN	953107AB5	Interest	West Hartford CT	0.00	0.00	0.00	2,330.00	2,330.00
01/01/2023	10148	GEN	73358W4V3	Interest	Port Authority of NY & NJ	0.00	0.00	0.00	8,172.15	8,172.15
01/01/2023	10149	QSCB	73358W4V3	Interest	Port Authority of NY & NJ	0.00	0.00	0.00	13,575.00	13,575.00
01/28/2023	10152	QSCB	3130AQJM6	Interest	FHLB Call Note	0.00	0.00	0.00	18,750.00	18,750.00
<b>Total for January 2023</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>42,827.15</b>	<b>42,827.15</b>
<b>February 2023</b>										
02/01/2023	10154	GEN	116083WW2	Maturity	Brownsburg IN 1999 School Bldg	5,000,000.00	5,033,600.00	5,000,000.00	83,904.11	5,083,904.11
02/07/2023	10153	GEN	3130AQLR2	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
02/18/2023	10143	GEN	3130ANDP2	Interest	FHLB Call Note	0.00	0.00	0.00	3,000.00	3,000.00
02/18/2023	10144	QSCB	3130ANDP2	Interest	FHLB Call Note	0.00	0.00	0.00	2,500.00	2,500.00
02/28/2023	10156	GEN	3130AQYM9	Interest	FHLB Step Note	0.00	0.00	0.00	28,125.00	28,125.00
02/28/2023	10156	GEN	3130AQYM9	Call	FHLB Step Note	4,500,000.00	4,500,000.00	4,500,000.00	0.00	4,500,000.00
<b>Total for February 2023</b>						<b>9,500,000.00</b>	<b>9,533,600.00</b>	<b>9,500,000.00</b>	<b>130,029.11</b>	<b>9,630,029.11</b>
<b>GRAND TOTALS:</b>						<b>37,900,000.00</b>	<b>37,889,319.59</b>	<b>37,900,000.00</b>	<b>272,301.26</b>	<b>38,172,301.26</b>

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**Meeder Public Funds  
Patterson Group**

Barton Oaks Plaza II  
901 S. MoPac Expy  
Suite 195  
Austin, Texas  
78746

800.817.2442

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** *Laura Williams*  
Laura Williams (Oct 13, 2022 07:56 CDT)

**SUPERVISOR:** *Adelino*

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

*J. Adams*  
90  
**Superintendent of Schools**



**Report Regarding Intent to Apply for 23-25  
Grow Your Own Cycle 6**

**Board Meeting  
October<sup>9<sup>th</sup></sup> 24, 2022**

# Highlights of 23-25 GYO Cycle 6

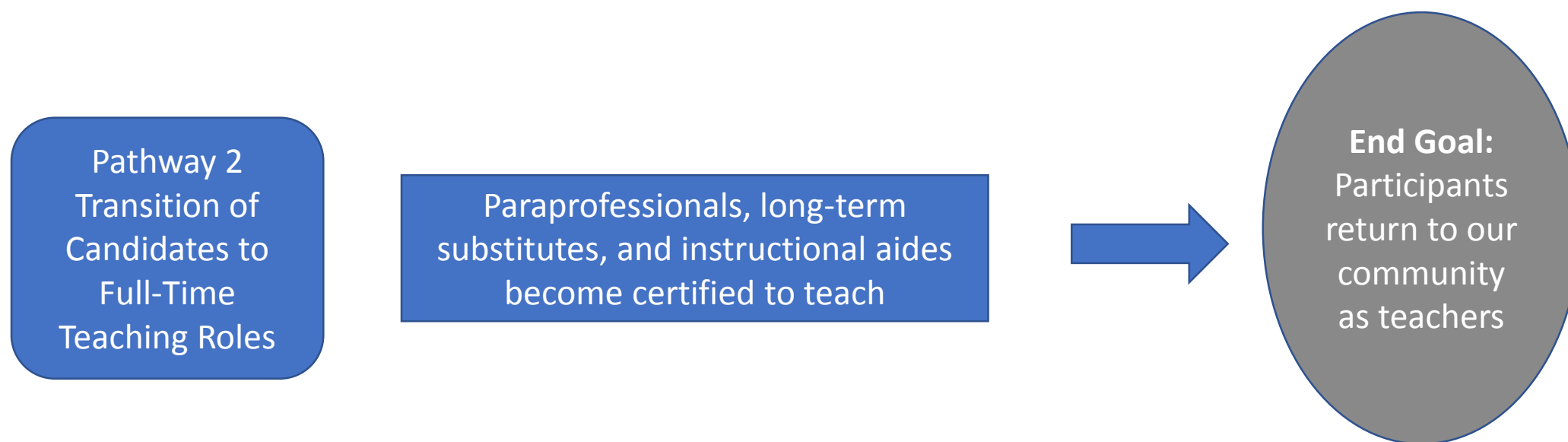
## Key Dates

- Application Due date: October 13, 2022
- Grant Start Date: February 9, 2023
- Grant End Date: April 30, 2025
- Expected number of awards: 12
  - Anticipated award announcement: November 21, 2022
- Minimum Allowable per award: \$36,000
- Maximum Allowable per award: \$176,000

## Purpose of GYO Cycle 6

- To build strong, stable, and diverse teacher pipelines from within McAllen ISD based on our teacher workforce needs.
- To address teacher shortages in hard-to-staff areas, close demographic gaps between students and teachers, and build interest in the teaching profession among high school students.

# GYO Pathway 2 and Destination Goal



# Pathway 2: Focus, Allowable Use of Funds, and Eligibility of Candidates

Pathway 2 focuses on the recruitment and support of eligible candidates who have been employed by the LEA and want to transition to certified full-time teaching roles within McAllen ISD

- Stipend to cover tuition, fees, and living expenses incurred within the grant timeline
- Certification exam and test preparation costs
- Substitute teachers for providing candidate stipend recipients with release time to meet grant requirements

- Candidates earning teacher certification only
- Candidates earning a bachelor's degree and teacher certification

Teacher certification only:  
\$5,000-\$8,000

Bachelor's degree and teacher certification:  
\$14,000 - \$19,000

Thank you.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** *Laura Williams*  
Laura Williams (Oct 19, 2022 11:26 CDT)

**SUPERVISOR:** *Adelfino*

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

*J. Alexander*

96 \_\_\_\_\_  
**Superintendent of Schools**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** *Laura Williams*  
[Laura Williams \(Oct 20, 2022 11:09 CDT\)](#)

**SUPERVISOR:** *Adriana*

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

*J. X. Gonzalez*  
97  
**Superintendent of Schools**



## **Report Regarding Intent to Apply for Teacher Incentive Allotment (TIA)**

**Board Meeting  
October 24, 2022**

# Highlights of the Teacher Incentive Allotment (TIA):

## Key Dates:

- Application posted November 1, 2022
- Application deadline is April 13, 2023
- Data Capture year 2023-2024
- Submit Data/Designations to TTU/TEA in November of 2024
- Notification of approved Designations April 2025
- Initial payout with reimbursements for approved systems September 2025

## Purpose:

Created by 86<sup>th</sup> Texas Legislature in 2019 as part of House Bill 3 (HB3) to establish a realistic pathway for top teachers to earn a six-figure salary. In addition, to retain highly effective teachers in high-needs and rural area schools.

# Goals of Teacher Incentive Allotment:

- Recruit
  - To attract highly effective educators to the classroom
- Reward
  - Incentivize to stay
- Retain
  - To ensure our outstanding teachers have a pathway to a competitive salary allowing them to make a greater difference in the lives of McAllen ISD students

## Designations:



100

Thank you.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBJECT:** Discussion of Intruder Detection Audit Report Findings.

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

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

On Tuesday September 13, 2022 a Texas School Safety Center Intruder Detection Audit was conducted which resulted in a finding requiring that corrective action be implemented. As the corrective action measure, an in-person training was conducted with all appropriate staff on September 23, 2022. The training covered school safety pertaining to the importance of doors being secured.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

McAllen ISD Police Department has already established and completed the corrective plan of action and met with the School Safety and Security Committee regarding the finding and corrective actions.

**LEGAL REVIEW:** N/A

**BUDGETARY CONSIDERATIONS:** N/A

**RECOMMENDED BOARD ACTION:**

This item is for information purposes only.

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

**SUPERVISOR:**  \_\_\_\_\_  
Jose Silva (Oct 18, 2022 17:39 CDT)

For further information contact:  
Name: Jose Silva Jr.  
Office: Police Department (956) 928-8990  
email: jose.silva@mcallenisd.net

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



102

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

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Sullivan*

103  
**Superintendent of Schools**

**RECOMMENDED VENDORS**

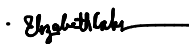
Request for Proposal No. 2021-1000R

Library Books, e-Books, Textbooks, Audiovisual Materials and Instructional Reading Materials Discount-from-List  
(Round 18)

<b>No.</b>	<b>Vendor Name</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	Gravitas Publications Inc.	Albuquerque	NM	Qualified
2	Salvador Trey Gonzalez dba Lamac	Mcallen	TX	Qualified
3	UTJ Holdco Inc. dba Teaching Strategies LLC	Bethesda	MD	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:**   
Elizabeth Cabrera (Oct 19, 2022 17:12 CDT)

**SUPERVISOR:** *Rosalba De Hoyos*

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



**105** \_\_\_\_\_  
**Superintendent of Schools**

**Request for Proposal No. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services (Round 18)**

<b>No.</b>	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	Blooket LLC	MIDDLETOWN	DE	Qualified
2	Controlled F.O.R.C.E., Inc.	San Antonio	TX	Qualified
3	Education My Way (Unalome Project, LLC, The)	Austin	TX	Qualified
4	Just Right Reader, Inc.	San Francisco	CA	Qualified
5	Silvano Oviedo Ramirez dba SilverLining Mathematics	Brownsville	TX	Qualified
6	The Academy at Manayunk dba AIM Institute for Learning and Research	Conshohocken	PA	Qualified
7	The Uncharted Learning, NFP	Barrington	IL	Qualified
8	TinkRworks, Inc.	Elmhurst	IL	Qualified
9	Valley Speech Language and Learning Center, L. C.	Brownsville	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:**   
Maribelle Elizondo (Oct 20, 2022 10:23 CDT)

**SUPERVISOR:** *Rosalba De Hoyos*

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



107  
**Superintendent of Schools**

RFP 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 6)

No.	Responding Supplier	City	State	Recommendation
1	Attainment Company, Inc.	Verona	WI	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Connell*

109 \_\_\_\_\_  
**Superintendent of Schools**

## RECOMMENDED VENDORS

Request for Proposal No. 2021-1007

Career & Technology Materials, Supplies, Equipment, & Related Services Discount-from-List  
(Round 18)

<b>No.</b>	<b>Vendor Name</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	CodeHS Inc.	Chicago	IL	Qualified
2	TinkRworks, Inc.	Elmhurst	IL	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Connell*

114 \_\_\_\_\_  
**Superintendent of Schools**



SOUTH TEXAS  
COLLEGE

**Interlocal Agreement**  
**South Texas College Dual Credit Programs**  
**Achieve Early College High School**

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

**TERM**

This IA shall be in effect from August 22, 2022 to August 22, 2023, and posted during this term on the College’s and School District’s respective internet websites.

**IA PURPOSE**

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

**PREAMBLE**

WHEREAS the parties to this IA desire to establish **Achieve Early College High School** (“**Early College High School**”), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. As necessary, the School District will provide one (1) additional year of financial and academic support after the 12<sup>th</sup> Grade as designed by the Texas Education Agency Early College High Schools Program. The student population of the **EARLY COLLEGE HIGH SCHOOL** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first generation college goers, English learners, and students with disabilities. Potential students for the **EARLY COLLEGE HIGH SCHOOL** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

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

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

WHEREAS both **EARLY COLLEGE HIGH SCHOOL** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

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

1) **STATEMENT OF GENERAL DUTIES AND OBLIGATIONS**

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

2) **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) **Provision of Courses**

The College will award transcript credit for courses agreed upon, for which the Dual Credit Course Agreements have been approved. Such courses shall be evaluated and approved through the College curriculum approval process, and shall be taught at the College level. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses.

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). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **EARLY COLLEGE HIGH SCHOOL**.

c) **Professional Development**

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

beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school in order to attend required department meetings. **EARLY COLLEGE HIGH SCHOOL** will provide common planning time for Dual Credit Faculty.

3) **LOCATION, FACILITIES, COSTS AND TRANSPORTATION**

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

The Designated Texas Education Agency high school site, **Achieve ECHS** is located at:  
**1601 North 27<sup>th</sup> Street, McAllen, Texas 78501**

a) Funding and Average Daily Attendance (ADA)

The Early College High School shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.

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.

b) Access to College Facilities, Services and Resources

Courses will be conducted at the facility provided by the School District and/or one of the College's campus within the College's service district upon agreement. Access to the College will be made available following the College's Academic Calendar, including the summer. High school students, instructors, and appropriate staff may request a College campus identification card, and will have access to instructional and certain agreed upon non-instructional resources and services available on the campus of the College. **EARLY COLLEGE HIGH SCHOOL** students are College students, therefore, the College's resources and services will be available to support academic success. The District and College will evaluate the high school facilities on an on-going basis and determine the necessity of adjusting facility needs for future semesters and years.

c) Tuition and Fees (G1)

The College waives student tuition for dual credit "S" section college courses. College provides students access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in *Board Approved Tuition & Fees for Dual Credit Students Sponsored by Partnering School Districts for FY 2022-2023*. <https://catalog.southtexascollege.edu/tuition-fees/> The School District will be responsible of costs incurred to support students that have graduated from high school but are within the service period as designed by the TEA ECHS Designated Model: 9<sup>th</sup> -12<sup>th</sup> Grade plus one (1) additional service year afterwards.

d) Eligibility of Students for Financial Assistance

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

e) Faculty Costs

The District will assume responsibility for the timely payment of the costs incurred to recover College expenses for college courses taught as cohort sections as delineated on the Dual Credit Course Agreements. 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. The School District is encouraged to hire academic Master’s credentialed faculty for all high school credit-only courses and future college courses to support sustainability of the **EARLY COLLEGE HIGH SCHOOL**. Changes to the flat rate cost reimbursement for STC Faculty will be reviewed yearly to determine whether adjustments are needed. Any such adjustments will be communicated to the School District during the spring semester to align with the budget process.

f) Food Services

The School District will provide meals for all students and staff as appropriate under State and Federal Law and School District rules and procedures.

g) Transportation

The School District will provide transportation to students enrolled at **EARLY COLLEGE HIGH SCHOOL** as required, deemed necessary, and appropriate under State law and School District rules and procedures. The School District will also provide transportation for all **EARLY COLLEGE HIGH SCHOOL** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) **COURSE CURRICULUM, INSTRUCTION, AND GRADING**

School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines.

a) Academic Instructional Calendar

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

b) Course of Study

The **EARLY COLLEGE HIGH SCHOOL** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate’s degree or 60 semester hours that are transferable and

applicable towards a baccalaureate degree during grades 9-12. As necessary, an additional one (1) year will be allowed as designed by the Texas Education Agency Early College High Schools Programs. **EARLY COLLEGE HIGH SCHOOL** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)

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

d) Books and Supplemental Materials

The School District will provide textbooks for each registered student, 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.

e) Grading Periods and Policies

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. **EARLY COLLEGE HIGH SCHOOL** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. **EARLY COLLEGE HIGH SCHOOL** students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **EARLY COLLEGE HIGH SCHOOL** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

f) Reporting Required Critical Student Performance Information

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

**STC Faculty**

- Will only provide 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 2022 and Spring 2023: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
  - Summer 2023: 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*.

g) 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 by the Friday before 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.

5) **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.

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

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

a) **Student Eligibility**

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

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's *Board 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) **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.

#### *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.

#### *Contingency of Enrollment*

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

#### *Student Attendance Policies*

**EARLY COLLEGE HIGH SCHOOL** students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in

violation of the contract between **EARLY COLLEGE HIGH SCHOOL**, the College, and the Texas Higher Education Coordinating Board (THECB).

c) Student Composition of Class

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

- i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.
- ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

d) Collaboration and Outreach Efforts (G1)

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

e) Advising (G3)

The College and the School District 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.

- i. Advising responsibilities by the College and School District are delineated below:
  - Plan, schedule and offer advising and student support throughout the academic year;
  - Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
  - Serve as the designated college support services staff for advising dual credit students.
- ii. The District will provide the following services and resources:
  - Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
  - Provide equipment such as computer technology to facilitate advising or meetings.
  - Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the

School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to each student who enrolls in a dual credit course before beginning the course.

f) Advising Students on Transferability and Applicability (G3)

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

g) Counseling and Student Accommodations

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

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

h) Pathways Alignment (G2)

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

i) Commencement Ceremonies

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

j) Student Conduct

All students, including dual credit students, are subject to discipline and appropriate sanctions, ranging from verbal or written warning to suspension and expulsion from South Texas College and all related programming, under the South Texas College Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of South Texas College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the South Texas College Student Handbook,

Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District; and in accordance with Texas State law shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, South Texas College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link: [https://www.southtexascollege.edu/pdf/student\\_code\\_of\\_conduct.pdf](https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf)

k) *Student Complaints*

The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to [\*Board Policy #3313, Student Grievance or Complaint\*](#) and follow the process and procedures as detailed in the College's [Student Handbook](#) and/or the [Employee Handbook](#), depending on whether the report reports or complaint relates to another College student or College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction over the individuals and/or environment involved in the report or complaint, including but not limited to, jurisdiction over the educational program or activity, the complainant, and respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct in a Dual Credit course will be handled in accordance with the policy and procedures outlined in [\*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>.

7) **DATA SHARING**

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

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

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

- An (IA) has been executed and is active between the partner organization and the College

- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

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

Partners may submit an e-mail request for reports to: [dcdatarequest@southtexascollege.edu](mailto:dcdatarequest@southtexascollege.edu)

**8) RECOGNITION OF HIGHER EDUCATION PARTNER**

The School District, when reporting and publicizing high school *students’ completion* of dual credit **hours earned, number of courses completed, course types, degrees, or certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as 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 A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

**9) ADMINISTRATION OF STATEWIDE INSTRUMENTS**

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

**10) PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS**

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

**11) TITLE IX OF THE EDUCATION AMENDMENTS 1972**

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College’s ***Board 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 of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and its 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>.

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

**12) NON-DISCRIMINATION**

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

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

For more information, please visit ***Board Policy #4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited.***

**13) DISCONTINUATION OF OPERATIONS**

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

- a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.
- b) Only the last accepted cohort will be allowed to continue as designated until students phase out of the 12<sup>th</sup> grade.

While in the process of discontinuing operation, the Designated High School may not enroll any additional students in the designated program in grades that have been phased out. In addition, while the designated school is in the process of discontinuing operation, the designated program must continue to meet all of the required design elements and provide full support for all students enrolled in the designated program as mandated by the Texas Education Agency and other regulating partners such as Educate Texas.

**14) INTERLOCAL AGREEMENT(IA)**

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

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to 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.

**15) NOTIFICATIONS 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.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Dr. Ricardo J. Solis  
President  
South Texas College

\_\_\_\_\_  
Dr. Jose A. Gonzalez  
Superintendent  
McAllen ISD

\_\_\_\_\_  
Chairman, Board of Trustees  
South Texas College

\_\_\_\_\_  
President, Board of Trustees  
School District

Approved as to form:  
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra Costilla Ortiz

# Exhibit A

## Sample Recognition

**Vanguard Academy**

*Congratulations*

**SOUTH TEXAS COLLEGE**  
**Graduates**

**Mozart Secondary**

 Balli, Madison AS-BIOL	 Cantu, Jose AA-CRIJ	 Cruz, Dania AS-BIOL	 Garcia, David AS-BIOL	 Garza, Leonardo AA-CRIJ	 Leal Busto, Nohemi AA-INDS
 Maldonado, Aracelis AS-BIOL	 Marinez-Lopez, Daniel AA-INDS	 Ocana, Samantha AS-INTE	 Salaya, Jeremias AS-INTE	 Vargas, Joanna AS-INTE	 Zamora, Jamie AA-CRIJ

**Rembrandt Secondary**

 Abarado, Daniel AA-INDS	 Alvarez, Adrian AA-INDS	 Arciniega, Jose AA-INDS	 Avalos, Arlette AA-INDS	 Cantu, Lizelly AA-CRIJ	 Cantu, Mia AA-INDS
 De La Rosa, Jesus AA-BUS	 Diaz, Daniel AA-INDS	 Garcia, Anthony AA-INDS	 Garza, Juan AS-BIOL	 Gonzalez, Lizzie AA-CRIJ	 Hernandez, Joseph AA-INDS
 Hinojosa, Janelle AA-INDS	 Leija, Valeria AA-INDS	 Lopez, Daniel AA-INDS	 Luera, Kiana AA-CRIJ	 Luna, Fernando AA-INDS	 Martinez, Areli AA-INDS
 Mejia, Nicolas AA-INDS	 Mejia, Melanie AA-INDS	 Perez, Lee AA-INDS	 Puente, Jaime AA-INDS	 Rodriguez, Keyla AA-CRIJ	 Salazar-Lacayo, Sofia AA-INDS

Not Pictured:  
Zambrano, Genesis  
AA-CRIJ

  
Solis, Alondra  
AA-INDS

  
Vega, Vanessa  
AA-INDS

 **VANGUARD ACADEMY**

**PSJA COLLEGE**

**SOUTH TEXAS COLLEGE**

**CONGRATULATIONS**  
PSJA ISD EARLY COLLEGE 2021-2022 GRADUATES

# 488

High school students were named candidates for Associate Degrees and Certificates from South Texas College during the Fall 2021 and Spring 2022 commencement.

#PSJAProud



**STC GRADUATES**

← 2022 →

**KNIGHTS**

**Sent:** Tuesday, July 26, 2022 5:27 PM  
**To:** Rebecca Marie De Leon <[rdeleon\\_8106@southtexascollege.edu](mailto:rdeleon_8106@southtexascollege.edu)>  
**Subject:** AY 2022-2023 Flat Rate for STC Faculty Cost Reimbursement

Good afternoon Partnering School Districts,

Our South Texas College (STC) Board of Trustees approved **Flat Rate Cost Reimbursement for STC Faculty teaching dual credit courses** at respective high school campuses will **remain the same** for **AY 2022-2023** to support partnering school districts in determining the actual cost.

Below is the Dual Credit Programs Flat Rate Grid for Academic and CTE courses:

Dual Credit Programs Flat Rate AY 2022-2023	
Contact Hours	Flat Rate Grid
<b>Academic Courses</b>	
3	\$4,500
4	\$5,000
5	\$5,600
6	\$6,000
Credit Hours	Flat Rate Grid
<b>CTE Courses</b>	
3	\$4,800.00
4	\$5,500.00

Best regards,

**Rebecca De Leon, Ed.D.**

Dean for Dual Credit Programs & School District Partnerships

P: 956.872.2607

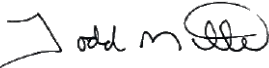
[rdeleon\\_8106@southtexascollege.edu](mailto:rdeleon_8106@southtexascollege.edu)



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** 

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



128 \_\_\_\_\_  
**Superintendent of Schools**

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
MCALLEN INDEPENDENT SCHOOL DISTRICT  
AND  
THE TEXAS A&M ENGINEERING EXTENSION SERVICE**

This Agreement ("Agreement") is between the Texas A&M Engineering Extension Service ("TEEX"), 200 Technology Way, College Station, TX 77845 and McAllen Independent School District, 2200 Tamarack Ave. Portable 69, McAllen, TX 78501 ("Customer"), (collectively "the Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the *Texas Government Code*. The Parties agree as follows:

**SECTION I. PURPOSE OF AGREEMENT**

TEEX will deliver a *Drug Impairment and Behavior Recognition for Educational Professionals (DIBREP)* class to the Customer with the following details:

**Course Description:**

Drug Impairment and Behavior Recognition for Educational Professionals (DIBREP) – 16 hours  
Recognizing the signs and symptoms of individuals under the influence of drugs is important to ensure the safety and health of students and education professionals. This Drug Impairment and Behavior Recognition for Education Professionals (DIBREP) course is designed to provide administrators, counselors, teachers, and school nurses with tools and training necessary to recognize and document drug/alcohol impairment in students.

**Delivery Dates:** October 25, 2022 – October 26, 2022

**Delivery Location:** South Texas Health System Heart – Conference Center, 1900 South D St., McAllen, TX 78501

**SECTION II. RIGHTS AND OBLIGATIONS OF TEEX**

**TEEX will:**

- Provide participant registration at TEEX.org
- Provide one (1) instructor to deliver the course for up to 50 participants
- Provide all equipment and supplies for participants
- Issue participant certificates for course completion
- Conduct TCOLE reporting
- Cover travel lodging and meal expenses for TEEX instructor
- Invoice Customer for contract amount

**SECTION III. RIGHTS AND OBLIGATIONS OF CUSTOMER**

**Customer will:**

- Provide a maximum of 50 participants
- Ensure the classroom is set up to accommodate training for up to 50 participants



Contract Number: 45-100774

- Pay TEEX the contract amount within 30 days of invoice receipt

#### SECTION IV. TERM OF AGREEMENT

This Agreement is for one year in length, beginning October 1, 2022. At the end of this term, this Agreement may be renewed annually upon written agreement of the Parties. Either Party may terminate this Agreement by giving 30 days' advance written notice to the other Party.

Upon early termination, Customer shall reimburse TEEX as specified in Section V for all costs and non-cancelable commitments incurred in the performance under this Agreement up to the effective date of termination, such reimbursement not to exceed the total amount specified in Section V. TEEX shall reimburse to Customer any funds that have been received but remain unexpended at the effective date of termination, except for those funds needed to pay for non-cancelable obligations.

If this Agreement is not executed by all Parties within 60 days of date of the first signature below, then this Agreement will be null and void and of no further effect.

#### SECTION V. PAYMENT FOR SERVICES

The total fixed-price amount of this agreement is Seven thousand, five hundred dollars (\$7,500.00).

Payment for work performed under this agreement shall be billed upon completion of the course.

All payments by the Parties made pursuant to this Agreement will be made from current revenues.

TEEX is not responsible for any bank fees, wire transfer fees, etc., originating at the Customer's banking institution that are charged to the Customer for the service of providing the wire transfer of funds to TEEX. All invoices that are not paid in full will be considered a "short pay", and TEEX will take appropriate action to collect the unpaid balance.

#### SECTION VI. NOTICES

Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

If to TEEX: Texas A&M Engineering Extension Service  
Tracy Foster, Associate Agency Director/Chief Financial Officer  
200 Technology Way,  
College Station, Texas 77845

If to Customer: John L. Wilde  
Director for Student Support Services



Contract Number: 45-100774

2200 Tamarack Ave,  
McAllen, TX 78501

## SECTION VII. AUTHORITY

TEEX represents and warrants the following:

- A. The signer of this Agreement possesses the legal authority to execute this Agreement on behalf TEEEX and to bind TEEEX to the terms of this Agreement; and
- B. TEEEX possesses full legal authority to enter into this Agreement and to perform its obligations under this Agreement.

Customer represents and warrants the following:

- A. The signer of this Agreement possesses the legal authority to execute this Agreement on behalf of Customer and to bind Customer to the terms of this Agreement; and
- B. Customer possesses full legal authority to enter into this Agreement and to perform its obligations under this Agreement.

## SECTION VIII. NO WAIVER OF IMMUNITY

Neither Party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

## SECTION IX. EXPORT COMPLIANCE

Customer certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. Customer shall provide TEEEX with names and citizenship information for all of Customer's personnel participating in the activities under this Agreement for TEEEX's additional due diligence purposes.

## SECTION X. GENERAL PROVISIONS

- A. This Agreement does not create a partnership, joint venture, or employment relationship between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of one Party are not employees of the other, and neither Party's personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other Party to its employees.
- B. Customer may not use the name or any adaptation of the name of TEEEX or any of its personnel in any way except in factual statements that, in context, are not misleading or imply an endorsement by TEEEX or its employees.

- C. This Agreement contains the entire understanding of the Parties as to its subject matter, and supersedes all other written and oral agreements between the Parties as to that subject matter. The Parties may execute other contracts, but those will not alter this Agreement unless expressly stated in writing.
- D. This Agreement is assignable only with the written consent of both Parties.
- E. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- F. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
- G. Use of Purchase Orders: If either or both of the Parties employs any purchase order, invoice, acknowledgment of order, or other form in carrying out the transactions contemplated under this Agreement, none of the terms contained on such form will be applicable except to the extent that they specify information required to be furnished under this Agreement. Each Party hereby objects to any other terms contained on any such form; such other terms will not be a basis for any contract and neither Party should take any action or fail to take any action in reliance on such other terms.
- H. For purposes of this Agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (1) that Party uses reasonable efforts to perform those obligations, (2) that Party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that Party complies with its obligations under this Section X.H. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement..

**EXECUTED IN DUPLICATE COPIES, EACH OF WHICH HAVE THE FORCE AND EFFECT OF AN ORIGINAL, THIS THE 30 DAY OF SEPTEMBER, 2022.**



**MCALLEN ISD:**

By: J. A. Gonzalez

Name: Dr. J. A. Gonzalez

Title: Superintendent

Date: October 14, 2022

**Texas A&M Engineering Extension Service:**

By: Tracy Foster

Name: Tracy Foster

Title: Associate Agency Director/Chief Financial Officer

Date: 10/4/2022

Approved as to form:  
Walsh Gallegos Treviño Kyle & Robinson P.C.  
by: Leandra C. Ortiz  
Leandra C. Ortiz



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBJECT:** Possible Action on Final Payment to D. Wilson Construction Company on Contract No. 2021-162 Achieve Early College High School Culinary Arts Lab Renovations.

**REFERENCE:** Goal 3: Facility Priorities, Strategy 7 - Financial Priorities

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

On October 26, 2020, the Board of Trustees approved RFCQ No. 2021-138 Achieve Early College High School Culinary Arts Lab and awarded Wilson Construction Company.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Administration is recommending approval of final payment this project.

**LEGAL REVIEW:**

None


**BUDGETARY CONSIDERATIONS:**

The final contract price for this project was \$672,613.22. Funds for this project were budgeted through Fund 619 - Maintenance Tax Note Fund and Fund 698 - Capital Projects Fund.

**RECOMMENDED BOARD ACTION:**

Administration is recommending that the Board of Trustees approve the final payment to D. Wilson Construction Company in the amount of \$33,630.67 for Contract No. 2021-162 for the Achieve Early College High School Culinary Arts Lab Renovation.

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

**SUPERVISOR:**  \_\_\_\_\_  
Alejandra Gonzalez (Sep 27, 2022 15:04 CDT)

For further information contact:  
Name: Ruben D. Trevino  
Office: (956) 661-6887  
eMail: ruben.trevino@mcallsisd.net

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



134 \_\_\_\_\_  
**Superintendent of Schools**

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 21-127

TO OWNER: McAllen ISD  
 2000 N 23rd Street  
 McAllen, TX 78501

FROM CONTRACTOR: D. Wilson Construction Company  
 P.O. Box 3455  
 McAllen, TX 78502-3455

CONTRACT FOR: General Construction

PROJECT: No. 2021-138 Achieve Early College Culinary  
 Arts Lab Renovations through the Texas  
 Association of School Board (TASB) Buyboard  
 Cooperative Contractd #581-19

ENGINEER: CHANIN ENGINEERING LLC  
 400 W NOLANA AVE STE H2  
 MCALLEN, TX 78504-3997

PO# 8082106605

APPLICATION NO.: 13-Reta  
 PERIOD TO: 5/31/2022  
 Contract No:  
 Job Order No.:  
 CONTRACT DATE: 11/9/2020

APPROVED FOR PAYMENT  
 Sep 21, 2022

Signature Date  
 Signature Date  
 Signature Date

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

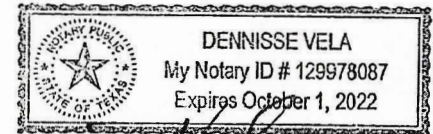
1. ORIGINAL CONTRACT SUM	\$	696,784.00
2. Net Change by Change Orders		(24,170.78)
3. CONTRACT SUM TO DATE (Line 1 + 2)		672,613.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on )		672,613.22
5. RETAINAGE:		
a. 0% of Completed Work	\$	—
(Columns D + E on Continuation Sheet)		
b. 0% of Stored Material		—
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		—
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		672,613.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		638,982.55
8. CURRENT PAYMENT DUE	\$	33,630.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	(0.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: *D. Wilson* Date: June 3, 2022

State of Texas, County of Hidalgo  
 Subscribed and sworn to before me this 3rd day of June, 2022



Notary Public Dennisse Vela  
 My Commission expires 10/01/22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 33,630.67

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *UC* Date: 09/20/22

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ —	\$ (24,170.78)
Total approved this Month	—	—
<b>TOTALS</b>	<b>—</b>	<b>(24,170.78)</b>
<b>NET CHANGES by Change Order</b>		<b>\$ (24,170.78)</b>

RECEIVED  
 SEPT 20 2022

McAllen ISD  
 Finance & Operations Specialist  
 Facilities, Maintenance & Operations

	McAllen ISD Culinary Arts							Application No.:	13-Retainage
Job #	21-127							Application Date:	5/31/2022
Retainage:	0%							Period From:	3/1/2022
								To:	5/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
<b>General Conditions</b>									
01-010	General Conditions	48,440.00	48,440.00	—	—	48,440.00	100%	—	—
01-011	Mobilization	5,500.00	5,500.00	—	—	5,500.00	100%	—	—
91-870	Bond	6,500.00	6,500.00	—	—	6,500.00	100%	—	—
91-871	Builder's Risk	1,400.00	1,400.00	—	—	1,400.00	100%	—	—
91-874	Liability Insurance	9,200.00	9,200.00	—	—	9,200.00	100%	—	—
	<b>Sub-total</b>	<b>71,040.00</b>	<b>71,040.00</b>	<b>—</b>	<b>—</b>	<b>71,040.00</b>		<b>—</b>	<b>—</b>
<b>Sitework</b>									
	<b>Sitework contractor</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>		<b>—</b>	<b>—</b>
02-050	Demolition	10,640.00	10,640.00	—	—	10,640.00	100%	—	—
02-100	Sitework contractor	9,250.00	9,250.00	—	—	9,250.00	100%	—	—
02-280	Termite control	525.00	525.00	—	—	525.00	100%	—	—
02-289	Sidewalk - material only	500.00	500.00	—	—	500.00	100%	—	—
02-530	Splash blocks	350.00	350.00	—	—	350.00	100%	—	—
02-830	Chain link fence	1,000.00	1,000.00	—	—	1,000.00	100%	—	—
03-100	Concrete work	6,962.00	6,962.00	—	—	6,962.00	100%	—	—
	<b>Sub-total</b>	<b>29,227.00</b>	<b>29,227.00</b>	<b>—</b>	<b>—</b>	<b>29,227.00</b>		<b>—</b>	<b>—</b>
<b>Masonry</b>									
04-100	Masonry subcontractor	—	—	—	—	—		—	—
	Submittals	1,460.00	1,460.00	—	—	1,460.00	100%	—	—
	Mobilization	1,340.00	1,340.00	—	—	1,340.00	100%	—	—
	8" reg CMU Brick Accessories	1,060.00	1,060.00	—	—	1,060.00	100%	—	—
	8" reg CMU Brick Labor	8,836.40	8,836.40	—	—	8,836.40	100%	—	—
	8" reg CMU Brick Material	9,235.00	9,235.00	—	—	9,235.00	100%	—	—
	Misc Material	1,182.00	1,182.00	—	—	1,182.00	100%	—	—
	Plaster Labor	2,250.00	2,250.00	—	—	2,250.00	100%	—	—
	Plaster Material	2,260.60	2,260.60	—	—	2,260.60	100%	—	—
	Plaster Misc	1,500.00	1,500.00	—	—	1,500.00	100%	—	—
	Waterproofing Labor	2,210.00	2,210.00	—	—	2,210.00	100%	—	—
	Waterproofing Material	2,700.00	2,700.00	—	—	2,700.00	100%	—	—
		—	—	—	—	—		—	—
	<b>Sub-total</b>	<b>34,034.00</b>	<b>34,034.00</b>	<b>136</b>	<b>—</b>	<b>34,034.00</b>		<b>—</b>	<b>—</b>
<b>Structural steel</b>									

	McAllen ISD Culinary Arts							Application No.:	13-Retainage
Job #	21-127							Application Date:	5/31/2022
Retainage:	0%							Period From:	3/1/2022
								To:	5/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
05-100	Structural steel contractor	23,250.00	23,250.00	—	—	23,250.00	100%	—	—
05-101	Shop Drawings & Engineering	1,500.00	1,500.00	—	—	1,500.00	100%	—	—
		—	—	—	—	—		—	—
	<b>Sub-total</b>	<b>24,750.00</b>	<b>24,750.00</b>	<b>—</b>	<b>—</b>	<b>24,750.00</b>		<b>—</b>	<b>—</b>
	<b>Carpentry &amp; Millwork</b>								
06-103	Rough Carpentry Material	750.00	750.00	—	—	750.00	100%	—	—
80-810	Rough Carpentry Labor	500.00	500.00	—	—	500.00	100%	—	—
06-400	Architectural woodwork (Millwork)	11,350.00	11,350.00	—	—	11,350.00	100%	—	—
	<b>Sub-total</b>	<b>12,600.00</b>	<b>12,600.00</b>	<b>—</b>	<b>—</b>	<b>12,600.00</b>		<b>—</b>	<b>—</b>
	<b>Moisture protection</b>								
07-210	Ridgid board insulation Material	10,000.00	10,000.00	—	—	10,000.00	100%	—	—
	Ridgid board insulation Labor	4,875.00	4,875.00	—	—	4,875.00	100%	—	—
		—	—	—	—	—		—	—
	<b>Sub-total</b>	<b>14,875.00</b>	<b>14,875.00</b>	<b>—</b>	<b>—</b>	<b>14,875.00</b>		<b>—</b>	<b>—</b>
	<b>Doors and windows</b>								
08-100	Hollow metal doors & frames	13,895.00	13,895.00	—	—	13,895.00	100%	—	—
80-810	Door labor	527.00	527.00	—	—	527.00	100%	—	—
08-800	Glass and glazing	760.00	760.00	—	—	760.00	100%	—	—
	<b>Sub-total</b>	<b>15,182.00</b>	<b>15,182.00</b>	<b>—</b>	<b>—</b>	<b>15,182.00</b>		<b>—</b>	<b>—</b>
	<b>Finishes</b>								
09-100	Metal studs and drywall	—	—	—	—	—		—	—
09-100	Interior Metal Studs - Mat	4,795.00	4,795.00	—	—	4,795.00	100%	—	—
09-100	Interior Metal Studs - Labor	3,450.00	3,450.00	—	—	3,450.00	100%	—	—
09-100	Drywall	1,889.00	1,889.00	—	—	1,889.00	100%	—	—
09-100	Drywall	1,170.00	1,170.00	—	—	1,170.00	100%	—	—
09-100	Insulation	601.00	601.00	—	—	601.00	100%	—	—
09-100	Insulation	320.00	320.00	—	—	320.00	100%	—	—
09-100	Suspended Acoustical Ceilings	3,136.00	3,136.00	—	—	3,136.00	100%	—	—
09-100	Suspended Acoustical Ceilings	987.00	987.00	—	—	987.00	100%	—	—
09-100	Demolition	2,800.00	2,800.00	—	—	2,800.00	100%	—	—
		—	—	—	—	—		—	—
09-300	Tile	5,171.00	5,171.00	137	—	5,171.00	100%	—	—
09-900	Painting and VWC	10,000.00	10,000.00	—	—	10,000.00	100%	—	—

	McAllen ISD Culinary Arts							Application No.:	13-Retainage
Job #	21-127							Application Date:	5/31/2022
Retainage:	0%							Period From:	3/1/2022
								To:	5/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
09-904	Grind & seal concrete flooring	7,840.00	7,840.00	—	—	7,840.00	100%	—	—
		—	—	—	—	—	—	—	—
	<b>Sub-total</b>	<b>42,159.00</b>	<b>42,159.00</b>	<b>—</b>	<b>—</b>	<b>42,159.00</b>		<b>—</b>	<b>—</b>
	<b>Specialties</b>								
10-403	Building plaque	2,654.00	2,654.00	—	—	2,654.00	100%	—	—
10-437	Interior signage	750.00	750.00	—	—	750.00	100%	—	—
10-520	Fire extinguishers	1,395.00	1,395.00	—	—	1,395.00	100%	—	—
10-800	Toilet accessories	1,130.00	1,130.00	—	—	1,130.00	100%	—	—
80-110	Graphics, signs, plaques labor	750.00	750.00	—	—	750.00	100%	—	—
	<b>Sub-total</b>	<b>6,679.00</b>	<b>6,679.00</b>	<b>—</b>	<b>—</b>	<b>6,679.00</b>		<b>—</b>	<b>—</b>
	<b>MEP</b>								
	<b>Plumbing</b>								
15-100	Plumbing sub-contractor	—	—	—	—	—	—	—	—
15-100	Mobilization	2,000.00	2,000.00	—	—	2,000.00	100%	—	—
15-100	Rough In in U/G Material	7,000.00	7,000.00	—	—	7,000.00	100%	—	—
15-100	Rough In in U/G labor	12,297.00	12,297.00	—	—	12,297.00	100%	—	—
15-100	T.O. Water L&V material	10,500.00	10,500.00	—	—	10,500.00	100%	—	—
15-100	T.O. Water L&V labor	13,500.00	13,500.00	—	—	13,500.00	100%	—	—
15-100	Plumbing Fixtures material	26,000.00	26,000.00	—	—	26,000.00	100%	—	—
15-100	Plumbing Fixtures labor	3,000.00	3,000.00	—	—	3,000.00	100%	—	—
15-500	<b>HVAC</b>								
15-500	Project Management	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
15-500	Mobilization	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
15-500	Submittals	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
15-500	Closeout	1,000.00	1,000.00	—	—	1,000.00	100%	—	—
15-500	Permit	1,450.00	1,450.00	—	—	1,450.00	100%	—	—
15-500	Equipment Rental	3,000.00	3,000.00	—	—	3,000.00	100%	—	—
15-500	<b>Ductwork</b>								
15-500	Duct Fabrication Material - Pp	8,500.00	8,500.00	—	—	8,500.00	100%	—	—
15-500	Duct Fabrication Labor - Pp	7,700.00	7,700.00	—	—	7,700.00	100%	—	—
15-500	Labor For Duct Installation - Pp	9,300.00	9,300.00	—	—	9,300.00	100%	—	—
15-500	Misc Material	2,837.00	2,837.00	—	—	2,837.00	100%	—	—
15-500	Material - Hangers And Supports	1,000.00	1,000.00	138	—	1,000.00	100%	—	—
15-500	Labor - Hangers And Supports	1,000.00	1,000.00	—	—	1,000.00	100%	—	—

	McAllen ISD Culinary Arts							Application No.:	13-Retainage
Job #	21-127							Application Date:	5/31/2022
Retainage:	0%							Period From:	3/1/2022
								To:	5/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
15-500	Duct Insulation Material	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
15-500	Duct Insulation Labor	5,000.57	5,000.57	—	—	5,000.57	100%	—	—
15-500	<b>Air Devices</b>		—	—	—	—		—	
15-500	Material - Grilles, Registers & Diffusers- Tap	900.00	900.00	—	—	900.00	100%	—	—
15-500	Labor - Grilles, Registers & Diffusers	400.00	400.00	—	—	400.00	100%	—	—
15-500	Material - Dampers-Fd, Rt, Mvd- Tap	600.00	600.00	—	—	600.00	100%	—	—
15-500	Labor - Dampers-Fd, Rt, Mvd	300.00	300.00	—	—	300.00	100%	—	—
15-500	Material - Fans - Ef-1 - Tap	1,400.00	1,400.00	—	—	1,400.00	100%	—	—
15-500	Labor - Fans - Ef-1 -	300.00	300.00	—	—	300.00	100%	—	—
15-500	Material - Mau-1, Kef-1, Control Pkg - Tap	21,635.00	21,635.00	—	—	21,635.00	100%	—	—
15-500	Labor - Mau-1, Kef-1, Control Pkg	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
15-500	<b>Piping &amp; Pipe Insulation</b>		—	—	—	—		—	
15-500	Material - Refrigeration/Condesation Lines	1,000.00	1,000.00	—	—	1,000.00	100%	—	—
15-500	Labor - Refrigeration/Condesation Lines	750.00	750.00	—	—	750.00	100%	—	—
15-500	Material - Pipe Insulation	800.00	800.00	—	—	800.00	100%	—	—
15-500	Labor - Pipe Insulation	800.00	800.00	—	—	800.00	100%	—	—
15-500	<b>Equipment &amp; Controls</b>		—	—	—	—		—	
15-500	Material - Equipment - Tas	56,500.00	56,500.00	—	—	56,500.00	100%	—	—
15-500	Labor - Equipment	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
15-500	Labor - Start-Up & Supervision	650.00	650.00	—	—	650.00	100%	—	—
15-500	<b>Ddc Controls</b>		—	—	—	—		—	
15-500	Controls - Building Automation System- Jci	23,500.00	23,500.00	—	—	23,500.00	100%	—	—
15-500	Labor - Controls Supervision	815.00	815.00	—	—	815.00	100%	—	—
15-500	<b>Testing</b>		—	—	—	—		—	
15-500	Testing, Adjusting And Balancing - Tabfx	1,450.00	1,450.00	—	—	1,450.00	100%	—	—
		—	—	—	—	—		—	
15-991	Mech system testing	975	975.00	—	—	975.00	100%	—	—
		—	—	—	—	—		—	
16-100	Electrical contractor	—	—	—	—	—		—	
16-100	Mobilization	11,000.00	11,000.00	—	—	11,000.00	100%	—	—
16-100	Lighting material	9,500.00	9,500.00	—	—	9,500.00	100%	—	—
16-100	Lighting labor	513.00	513.00	—	—	513.00	100%	—	—
16-100	Gear	37,500.00	37,500.00	—	—	37,500.00	100%	—	—
16-100	Gear	1,843.70	1,843.70	—	—	1,843.70	100%	—	—
16-100	Underground	3,315.20	3,315.20	—	—	3,315.20	100%	—	—
16-100	Underground	2,739.38	2,739.38	139	—	2,739.38	100%	—	—
16-100	Rough In - Material	12,819.17	12,819.17	—	—	12,819.17	100%	—	—

	McAllen ISD Culinary Arts							Application No.:	13-Retainage
Job #	21-127							Application Date:	5/31/2022
Retainage:	0%							Period From:	3/1/2022
								To:	5/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
16-100	Rough in - Labor	8,500.00	8,500.00	—	—	8,500.00	100%	—	—
16-100	Wire - Material	26,416.63	26,416.63	—	—	26,416.63	100%	—	—
16-100	Wire - Labor	4,110.92	4,110.92	—	—	4,110.92	100%	—	—
16-100	Finish Out - material	7,000.00	7,000.00	—	—	7,000.00	100%	—	—
16-100	Finish Out - Labor	4,000.00	4,000.00	—	—	4,000.00	100%	—	—
16-100	Safeguard	10,458.00	10,458.00	—	—	10,458.00	100%	—	—
		—	—	—	—	—		—	—
		—	—	—	—	—		—	—
	<b>Sub-total</b>	<b>392,575.57</b>	<b>392,575.57</b>	<b>—</b>	<b>—</b>	<b>392,575.57</b>		<b>—</b>	<b>—</b>
	<b>Betterment fund</b>								
BF-001	Betterment Fund	40,000.00	40,000.00	—	—	40,000.00	100%	—	—
BF-001	CR - 01 - RFI - 02 - New Transformer Location &	—	—	—	—	—		—	—
BF-001	CR - 02 - Rev 1 - RFI - 06 - Furnish and Install El	—	—	—	—	—		—	—
BF-001	CR - 03 - ASI - 03 - Re-route Existing Conduit as	(1,365.00)	(1,365.00)	—	—	(1,365.00)	100%	—	—
BF-001	CR - 04 -RFI - 07 - Relocation of Circulation Pum	(285.00)	(285.00)	—	—	(285.00)	100%	—	—
BF-001	CR - 05 - ASI - 05 - Grease Trap Relocation	(13,300.00)	(13,300.00)	—	—	(13,300.00)	100%	—	—
BF-001	CR - 06 Rev 1 -Credit for Grind & Seal Conc Flo	7,840.00	7,840.00	—	—	7,840.00	100%	—	—
		—	—	—	—	—		—	—
	CR - 07 Closed Base Table 14 gauge	(3,772.22)	(3,772.22)	—	—	(3,772.22)	100%	—	—
	CR - 08 Add Contactors for Supply Fan & Exhau	(4,947.00)	(4,947.00)	—	—	(4,947.00)	100%	—	—
		—	—	—	—	—		—	—
	Betterment Fund C.O. balance	(24,170.78)	(24,170.78)	—	—	(24,170.78)	100%	—	—
		—	—	—	—	—		—	—
	<b>Sub-total</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>		<b>—</b>	<b>—</b>
	<b>Change Orders</b>								
CO # 01	CR - 01 - RFI - 02 - New Transformer Location &	—	—	—	—	—		—	—
CO # 01	CR - 02 - Rev 1 - RFI - 06 - Furnish and Install El	—	—	—	—	—		—	—
CO # 01	CR - 03 - ASI - 03 - Re-route Existing Conduit as	1,365.00	1,365.00	—	—	1,365.00	100%	—	—
CO # 01	CR - 04 -RFI - 07 - Relocation of Circulation Pum	285.00	285.00	—	—	285.00	100%	—	—
CO # 01	CR - 05 - ASI - 05 - Grease Trap Relocation	13,300.00	13,300.00	—	—	13,300.00	100%	—	—
CO # 01	CR - 06 Rev 1 -Credit for Grind & Seal Conc Flo	(7,840.00)	(7,840.00)	140	—	(7,840.00)	100%	—	—
	<b>Total C.O. # 01 to date</b>								

	McAllen ISD Culinary Arts							Application No.:	13-Retainage
Job #	21-127							Application Date:	5/31/2022
Retainage:	0%							Period From:	3/1/2022
								To:	5/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	CR - 07 Closed Base Table 14 gauge	3,772.22	3,772.22	—	—	3,772.22	100%	—	—
	CR - 08 Add Contactors for Supply Fan & Exhau	4,947.00	4,947.00	—	—	4,947.00	100%	—	—
	CREDIT C.O. balance	—	—	—	—	—		—	
	<b>Sub-total</b>	<b>15,829.22</b>	<b>15,829.22</b>	<b>—</b>	<b>—</b>	<b>15,829.22</b>		<b>—</b>	<b>—</b>
	Buy Board fee	13,662.43	13,662.43	—	—	13,662.43	100%	—	—
	Contract sum	672,613.22	672,613.22	—	—	672,613.22	100%	—	—

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

**MEETING DATE:** October 24, 2022

**SUBJECT:** Possible Action on Final Payment to American Contracting U.S.A., Inc. on Contract No. 2021-214 for the Memorial High School Roof Replacement Project

**REFERENCE:** Goal 3: Facility Priorities, Strategy 7 - Financial Priorities

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

On January 18, 2020, the Board of Trustees approved CSP 2021-177 - Memorial High School Roof Replacement Project and awarded American Contracting USA, Inc.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Administration is recommending approval of final payment on this project.

**LEGAL REVIEW:**

None


**BUDGETARY CONSIDERATIONS:**

The final contract price for this project was \$2,500,000.00. Funds for this project were available through Fund 620 - Maintenance Tax Note Fund.

**RECOMMENDED BOARD ACTION:**

Administration is recommending that the Board of Trustees approve the final payment to American Contracting U.S.A., Inc. in the amount of \$125,000.00 for Contract No. 2021-214 for the Memorial High School Roof Replacement Project.

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

**SUPERVISOR:**  \_\_\_\_\_  
Alejandra Gonzalez (Sep 27, 2022 15:04 CDT)

For further information contact:  
Name: Ruben D. Trevino  
Office: (956) 661-6887  
eMail: ruben.trevino@mcallsisd.net

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



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

# AIA Document G702™ - 1992

APPROVED FOR PAYMENT

*Melissa Ortiz*  
Melissa Ortiz (Sep 22, 2022, 13:00 CDT) Sep 22, 2022  
Signature Date  
*Paul H.* Sep 22, 2022  
Signature Date  
Signature Date

## Application and Certificate for Payment

<b>TO OWNER:</b> McAllen Independent School District 2000 N. 23rd Street McAllen, TX 78501	<b>PROJECT:</b> CSP No. 2021-177 Memorial High School Roof Replacement	<b>APPLICATION NO:</b> FINAL	<b>Distribution to:</b> OWNER <input checked="" type="checkbox"/>
<b>FROM CONTRACTOR:</b> American Contracting USA, Inc. 1606 S. Reynolds Rio Hondo, TX 78583	<b>VIA ARCHITECT:</b> Chanin Engineering, LLC 400 Nolana, Ste. H2 McAllen, Texas 78504	<b>PERIOD TO:</b>	ARCHITECT <input type="checkbox"/>
	<b>RECEIVED</b> SEPT 21 2022 McAllen ISD Finance & Operations Specialist Facilities, Maintenance & Operations	<b>CONTRACT FOR:</b>	CONTRACTOR <input type="checkbox"/>
		<b>CONTRACT DATE:</b>	FIELD <input type="checkbox"/>
		<b>PROJECT NOS:</b> / /	OTHER <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 2,500,000.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 2,500,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 2,500,000.00
<b>5. RETAINAGE:</b>	
a. 0 % of Completed Work (Columns D + E on G703)	\$ 0.00
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$ 2,500,000.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 2,375,000.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 125,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: American Contracting USA, Inc.  
By: *Letitia Baucenas* Date: 09-08-22  
State of: Texas  
County of: Cameron  
Subscribed and sworn to before me this 8th day of September 2022  
Notary Public: *Emelda G. Flores*  
My commission expires: April 19, 2025

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on a visual site observation and no other investigation, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 125,000.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *ME* Date: 09/21/22  
By: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CSP No. 2021-177  
 McAllen ISD Memorial High School Roof Replacement  
 Schedule of Values

CONTINUATION SHEET

AIA DOCUMENT G703

(INSTRUCTIONS ON REVERSE SIDE) Page 2 of 2 pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: FINAL

APPLICATION DATE:

PERIOD TO / FROM:

In tabulations below, amounts are stated to the nearest dollar

Use Column I on contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 0%
1	Overhead & Profit	\$386,820.00	\$386,820.00	\$0.00	\$0.00	\$386,820.00	100%	\$0.00	\$0.00
2	Storage Container	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$4,200.00	100%	\$0.00	\$0.00
3	Portable	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00	100%	\$0.00	\$0.00
4	Equipment	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100%	\$0.00	\$0.00
5	Bonds	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	100%	\$0.00	\$0.00
6	Insurances	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$0.00
7	Mobilization	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$0.00
8	Demolition	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100%	\$0.00	\$0.00
9	Dumpsters	\$93,000.00	\$93,000.00	\$0.00	\$0.00	\$93,000.00	100%	\$0.00	\$0.00
10	Roofing Materials	\$713,000.00	\$713,000.00	\$0.00	\$0.00	\$713,000.00	100%	\$0.00	\$0.00
11	Roofing Labor	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100%	\$0.00	\$0.00
12	Insulation Materials	\$240,000.00	\$240,000.00	\$0.00	\$0.00	\$240,000.00	100%	\$0.00	\$0.00
13	Insulation Labor	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100%	\$0.00	\$0.00
14	Sheet Metal: Material	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	100%	\$0.00	\$0.00
15	Sheet Metal: Labor	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100%	\$0.00	\$0.00
16	Warranty	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$37,080.00	100%	\$0.00	\$0.00
17	Demobilization	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$0.00
18	Carpentry Materials	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100%	\$0.00	\$0.00
19	Carpentry Labor	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	100%	\$0.00	\$0.00
20	Ladders	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$0.00
21	Roof Hatches	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	\$0.00
22	Lifting of Units	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$0.00
23	Window Infill Work	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100%	\$0.00	\$0.00
24	Coating	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	\$0.00
25	Skylights	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	\$0.00
26	Alternate #2 Drains, Lines, & Insulations - Labor	\$173,000.00	\$173,000.00	\$0.00	\$0.00	\$173,000.00	100%	\$0.00	\$0.00
27	Alternate #2 Drains, Lines, & Insulations - Materials	\$102,000.00	\$102,000.00	\$0.00	\$0.00	\$102,000.00	100%	\$0.00	\$0.00
28	Contingency Allowance	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100%	\$0.00	\$0.00
				144					
	<b>Total for Roof Replacement:</b>	<b>\$2,500,000.00</b>	<b>\$2,500,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,500,000.00</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>



**FINAL PAYMENT CHECKLIST**  
Facilities Projects

Project Name: CSP 2021-177 – Memorial High School Roof Replacement Project

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="radio"/>	<input type="radio"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
<input type="radio"/>	Item has been recorded as an asset and assigned an asset number.
<input checked="" type="radio"/>	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
<input type="radio"/>	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY: 

Sep 22, 2022

For further information, contact:  
Name: Ruben Trevino  
Phone: (956) 632-3200  
Email: ruben.trevino@mcallenisd.net

ACKNOWLEDGED BY: 


Sep 22, 2022

For further information, contact:  
Name: Dyanira Diaz  
Phone: (956) 632-8403  
Email: Dyanira.Farias@mcallenisd.net

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:**  \_\_\_\_\_  
Alejandra Gonzalez (Oct 20, 2022 19:12 CDT)

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



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

**Amendment**  
**To Commercial Real Estate Listing Agreement No. 2020-113 Sperry Commercial Global**  
**Affiliates - The Arriaga Group**  
**Exclusive Right to Sell**

This Amendment amends the Commercial Real Estate Listing Agreement – Exclusive Right to Sell (“Agreement”) between McAllen Independent School District (“District”) and Sperry Commercial Global Affiliates - The Arriaga Group (“Arriaga”) effective August 1, 2019 through July 31, 2022.

The Agreement is amended to add the following to Section 4:

C. The Term of the Agreement is extended to July 31, 2023, for the sole purpose of listing and selling the following properties and the following properties only:

- Property 1: 701 S. 17<sup>th</sup> Street (Formerly Instruction & Guidance Center)
- Property 2: 2400 Jordan Avenue (Formerly Bonham Elementary)

SELLER  
MCALLEN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Tony Forina, Board President

BROKER  
SPERRY COMMERCIAL GLOBAL AFFILIATES- THE ARRIAGE GROUP

By: \_\_\_\_\_  
Adrian Abel Arriaga, SIOR, CCIM, CPM  
Broker/Owner  
License: 0450641

DATE: \_\_\_\_\_


APPROVED AS TO FORM:

By: Stacy Tuer Castillo  
Stacy Tuer Castillo (Oct 6, 2022 14:42 CDT)  
Stacy Tuer Castillo, Attorney for McAllen ISD

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** *Judith Escamilla*

**SUPERVISOR:**   
Alejandra Gonzalez (Oct 20, 2022 19:13 CDT)

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



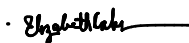
**148** \_\_\_\_\_  
**Superintendent of Schools**


**Evaluation Matrix**  
**2023-1014 RFP - Cybersecurity Liability Insurance**

No. + Criteria	Max. Pts. 100	Frost Insurance Agency, Inc	Montalvo Insurance Agency
<b>Total Points</b>	<b>100</b>	<b>77</b>	<b>73</b>
<b>Ranking</b>			
<b>1 Price</b>	<b>50</b>	<b>50</b>	<b>40</b>
Fees (LI #2)	50.00	50	40.16
		\$ 56,039.00	\$ 69,768.30
<b>2 Reputation of the vendor and of the vendor's goods or services;</b>	<b>8</b>	<b>5</b>	<b>5</b>
<i>References (LI #26.1-26.9)</i>			
<i>Client #1 (LI #26.1)</i>	2.67	2.67	2.67
<i>Client #2 (LI #26.4)</i>	2.67	2.67	2.67
<i>Client #3 (LI #26.7)</i>	2.67	0	0
<b>3 The extent to which the goods or services meet District's needs</b>	<b>25</b>	<b>19</b>	<b>25</b>
<i>Coverage Services - Cyber Incident Response Fund (Vulnerability Scan) (LI #24.1)</i>	2.78	2.78	2.78
<i>Coverage Services - Business Interruption Loss &amp; Extra Expenses (LI #24.3)</i>	2.78	2.78	2.78
<i>Coverage Services - Contingent Business Interruption Loss &amp; Extra Expenses (LI #24.5)</i>	2.78	0	2.78
<i>Coverage Services - Digital Data Recovery (LI #24.7)</i>	2.78	<i>Did not provide</i>	0
		<i>Did not provide</i>	2.78
<i>Coverage Services - Network Extortion Threat (LI #24.9)</i>	2.78	2.78	2.78
<i>Coverage Services - Cyber rime (LI #24.11)</i>	2.78	2.78	2.78
<i>Coverage Services - Cyber, Privacy &amp; Nnetwork Securty Liability (LI #24.13)</i>	2.78	2.78	2.78
<i>Coverage Services - Payment Card Loss (LI #24.15)</i>	2.78	2.78	2.78
<i>Coverage Services - Electronic, Social &amp; Print Media Liability (LI #24.17)</i>	2.78	2.78	2.78
<b>4 Past Relationship with District</b>	<b>1</b>	<b>1</b>	<b>1</b>
Past experience = 1 pt; No experience/Negative experience = 0 (LI #25)	1.00	1.00	1.00
<b>5 HUB</b>	<b>0</b>	<b>0</b>	<b>0</b>
Yes = 1; No = 0 (Attribute #33)	1.00	0	0
<i>Yes = 1; No = 0</i>		<i>No</i>	<i>No</i>
<b>6 Total long-term cost to the district to acquire the vendor's goods or services</b>	<b>14</b>	<b>0</b>	<b>0</b>
Year 2 (LI# 3)	4.67	0	0
		<i>No Bid</i>	<i>No Bid</i>
Year 3 (LI# 4)	4.67	0	0
		<i>No Bid</i>	<i>No Bid</i>
Year 4 (LI# 5)	4.67	0	0
		<i>No Bid</i>	<i>No Bid</i>
<b>7 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>1</b>	<b>1</b>	<b>1</b>
Texas Vendor or Employs 500+ in Texas = 1; Out of State Vendor = 0 (Attribute #12)	1.00	1.00	1.00
<b>8 Any other relevant factor specifically listed in the request for bids or proposals.</b>	<b>1</b>	<b>0</b>	<b>0</b>
Value added (LI# 24.23)	1.00	0	0
<i>Value Add Items = 1 pt; No Value Add Items = 0 pts</i>		<i>Not provided</i>	<i>No Response</i>

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:**   
Elizabeth Cabrera (Oct 19, 2022 17:24 CDT)

**SUPERVISOR:** 

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



150 \_\_\_\_\_  
**Superintendent of Schools**

**2021-1012 RFP Trophies, T-shirts, Awards, Incentives, and Related Products and Services (Round 13)**

<b>No.</b>	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	Dugout Sports LLC dba Dugout Sports	Spring	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:**   
Elizabeth Cabrera (Oct 19, 2022 17:25 CDT)

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

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



152 \_\_\_\_\_  
**Superintendent of Schools**


**RFP 2021-1020 Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals (Round 19)**

No	Responding Supplier	City	State	Recommendation
1	Salvador Trey Gonzalez dba LAMAC	McAllen	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:**   
Debra Thomas (Oct 19, 2022 22:04 CDT)

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



154 \_\_\_\_\_  
**Superintendent of Schools**

**RFP 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Service (Round 6)**

<b>No.</b>	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	Dugout Sports, LLC dba Dugout Sports	Spring	TX	Qualified
2	Floyette Originals, Inc	Red Oak	TX	Qualified
3	Maria D. Alarcon dba RGV Cheer Wear & More	McAllen	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** *Brian McClenny*  
Brian McClenny (Oct 19, 2022 17:45 CDT)

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

*J. Adansky*

156 \_\_\_\_\_  
**Superintendent of Schools**

RFP 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 6)

No.	Responding Supplier	City	State	Recommendation
1	Dugout Sports LLC (Dugout Sports)	Spring	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:**  Debra Vota (Oct 17, 2022 14:25 CDT)

**SUPERVISOR:** *Rosalba De Hoyos*

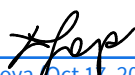
**Approved for presentation to the Board of Education:**



158  
**Superintendent of Schools** Oct 17, 2022

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:**   
D Loya (Oct 17, 2022 14:26 CDT)

**SUPERVISOR:** *Rosalba De Hoyos*

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

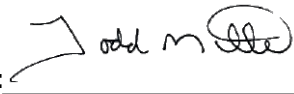


159  
**Superintendent of Schools Oct 17, 2022**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



**T-TESS Appraisers  
2022-2023**

Last Name	First Name	Campus	Role	Status	Certification Year	Board Approved
Perez	Herman	McAllen HS	Assistant School Administrator	Certified	2022-2023	Pending
Flores	Ana Lisa	Jackson ES	Assistant School Administrator	Certified	2022-2023	Pending
Alvarado	Cristina	Brown MS	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Babauta	Linda	McAllen HS	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Rodriguez	Cassandra	Memorial HS	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Ventura	Karina	Milam ES	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Macias	Ruben	Rowe HS	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Netro	Tahnee	Wilson ES	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Carmona	Miguel	AECHS	School Administrator	Certified	2022-2023	August 8, 2022
Garcia-Olivares	Dalia	AECHS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Saenz	Sandra	AECHS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lara	Melissa	Alvarez ES	School Administrator	Certified	2022-2023	August 8, 2022
Leo	Melissa	Alvarez ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Gutierrez	Alfredo	Brown MS	School Administrator	Certified	2022-2023	August 8, 2022
Hernandez	Carlos	Castaneda ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Rodriguez	Jessica	Castaneda ES	School Administrator	Certified	2022-2023	August 8, 2022
Garza	Monica	Cathey MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Herrera	Miguel	Cathey MS	School Administrator	Certified	2022-2023	August 8, 2022
Cazares	Samuel	DeLeon MS	School Administrator	Certified	2022-2023	August 8, 2022
Zavala	Justin	DeLeon MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Skretta	Marla	DeLeon MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Barnett-Bermea	Karla	District	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lara	Liza	District	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Guerra	Veronica	Escandon ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Rodriguez	Karla	Escandon ES	School Administrator	Certified	2022-2023	August 8, 2022
Ramirez	Marisa	Fields ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Trdla	Teresa	Fields ES	School Administrator	Certified	2022-2023	August 8, 2022
Camacho	Consuelo	Fossum MS	School Administrator	Certified	2022-2023	August 8, 2022
Evans	Aida	Fossum MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Trevino	Nora	Fossum MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lopez	April	Garza ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Valenzuela	Nancy	Garza ES	School Administrator	Certified	2022-2023	August 8, 2022
Alaniz Lopez	Jennifer	Gonzalez ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Hernandez	Christina	Gonzalez ES	School Administrator	Certified	2022-2023	August 8, 2022
Mora	Carlos	Hendricks ES	School Administrator	Certified	2022-2023	August 8, 2022
Villanueva	Rachel	Hendricks ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lowe	Jessica	Houston ES	School Administrator	Certified	2022-2023	August 8, 2022
Saldana	Victoria	Houston ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Gutierrez	Fernando	I&G Center	School Administrator	Certified	2022-2023	August 8, 2022
Harris	Anthony	I&G Center	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Salinas	Erika	Jackson ES	School Administrator	Certified	2022-2023	August 8, 2022
Varela	Sanjuanita	Jackson ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Nino	Jeanette	Lamar Academy	School Administrator	Certified	2022-2023	August 8, 2022
Sanchez	Nora	Lamar Academy	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Canales	Albert	McAllen HS	School Administrator	Certified	2022-2023	August 8, 2022
De Leon	Elizabeth	McAllen HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Friedlein	Stephanie	McAllen HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Garcia	Manuel	McAllen HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Hernandez	Edna	McAllen HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Gonzalez	Elizabeth	McAuliffe ES	School Administrator	Certified	2022-2023	August 8, 2022
Saenz	Yvonne	McAuliffe ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Alvarez	Pedro	Memorial HS	School Administrator	Certified	2022-2023	August 8, 2022
Bechtold	Rebecca	Memorial HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Caldwell	Yvonne	Memorial HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Castillo	Ramiro	Memorial HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lozano	Jesus Miguel Angel	Memorial HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022

**T-TESS Appraisers  
2022-2023**

Guerra	Bibiana	Milam ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Quintanilla	Christian	Milam ES	School Administrator	Certified	2022-2023	August 8, 2022
Garza	Alenn	Morris MS	School Administrator	Certified	2022-2023	August 8, 2022
Gonzalez	Jessica	Morris MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Mendez	Olga	Morris MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Delgado	Veronica	Perez ES	School Administrator	Certified	2022-2023	August 8, 2022
Garcia	Laura	Perez ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Montes	Yesenia	Rayburn ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Partida	Clarissa	Rayburn ES	School Administrator	Certified	2022-2023	August 8, 2022
Hatzold	Cynthia	Roosevelt ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Alaniz Jr.	Ignacio	Rowe HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
de la Garza	Aissa	Rowe HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Kaufmann	Monica	Rowe HS	School Administrator	Certified	2022-2023	August 8, 2022
Snelling	Olga	Rowe HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Tamez	Sergio	Rowe HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Partida	Veronica	Sanchez ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Rodriguez	Veronica	Sanchez ES	School Administrator	Certified	2022-2023	August 8, 2022
Bzibziak	Donna	Seguin ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Nevarez	Juan	Seguin ES	School Administrator	Certified	2022-2023	August 8, 2022
Casas	Sonia	Thigpen-Zavala ES	School Administrator	Certified	2022-2023	August 8, 2022
Chapa	Marisela	Thigpen-Zavala ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Amaya	Efrain	Travis MS	School Administrator	Certified	2022-2023	August 8, 2022
Guerrero	Fayna	Travis MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Garcia	Erika	Wilson ES	School Administrator	Certified	2022-2023	August 8, 2022
Montgomery	Rachel	Wilson ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

*Andres Silva*  
**SUBMITTED BY:** \_\_\_\_\_

*J. M. Miller*  
**SUPERVISOR:** \_\_\_\_\_

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

*J. X. Gonzalez*

163 \_\_\_\_\_  
**Superintendent of Schools**

BAFO EVALUATION MATRIX  
RFP NO. 2023-1003 Pharmacy Benefits Management Services

No.	Criteria	Max. Pts.	Araya Rx	Keenan & Associates	Norland, Inc.	PCARx
	Total Points	100	92	81	84	85
	Ranking		1	4	3	2
1	<b>Price</b>	9	5.48	4.12	9.00	5.19
	<b>Administration Fees Year 1</b>		\$307,832.40	\$411,587.10	\$187,410.10	\$342,095.00
	<i>(Item 6.1-6.11)</i>	3	1.83	1.37	3.00	1.64
	<b>Administration Fees Year 2</b>		\$307,832.40	\$409,446.90	\$187,410.10	\$322,295.00
	<i>(Item 6.31-6.41)</i>	3	1.83	1.37	3.00	1.74
	<b>Administration Fees Year 3</b>		\$307,832.40	\$408,162.78	\$187,410.10	\$312,395.00
	<i>(Item 6.60-6.70)</i>	3	1.83	1.38	3.00	1.80
2	<b>Reputation of the vendor and of the vendor's goods or services;</b>	6	4	6	3	4
	<b>Similar Size (3000 + EE) School District References:</b>	3	1	3	0	3
	<i>Max pts = (3) pts, 1 pt each (Item 2.2-2.29)</i>		1 reference	3 references	None- Provided upon Finalist	3 references
	<b>Year Founded:</b>	3	3	3	3	2
	<i>15+ = (3) pts, 4 - 14 = (2) pts, 0 - 3 = (1) pt (Item 7.1)</i>		1998	2007	1986	2019
3	<b>The quality of the vendor's goods or services</b>	32	32	28	32	32
	<b>Full audit rights</b>	4	4	4	4	4
	<i>Yes (4), No (0) (Line Item 4.8)</i>		yes	yes	yes	yes
	<b>Fiduciary</b>	4	4	0	4	4
	<i>Yes (4), No (0) (Line Item 4.10)</i>		yes	no	yes	yes
	<b>Additional Fees Acknowledgement</b>	4	4	4	4	4
	<i>Yes (4), No (0) (Line Item 4.11)</i>		yes	yes	yes	yes
	<b>Third Party Compensation Acknowledgement</b>	4	4	4	4	4
	<i>Yes (4), No (0) (Line Item 4.12)</i>		yes	yes	yes	yes
	<b>Will there be a spread between pharmacies and amount billed to district</b>	4	4	4	4	4
	<i>Yes (0), No (4) (Line Item 5.2)</i>		no	no	no	no
	<b>Administration Fee Sole Source Revenue Confirmation</b>	4	4	4	4	4
	<i>Yes (4), No (0) (Line Item 7.16)</i>		yes	yes	yes	yes
	<b>Rebatable Drugs</b>	4	4	4	4	4
	<i>Yes (0), No (4) (Line Item 7.19)</i>		no	no	no	no
	<b>Rebate Sharing 100%</b>	4	4	4	4	4
	<i>Yes (4), No (0) (Line Item 7.20)</i>		yes	yes	yes	yes
4	<b>The extent to which the goods or services meet District's needs</b>	24	24	20	15	24
	<b>Cost Containment Services</b>	4	4	4	4	4
	<i>Yes (4), No (0) (Line Item 7.4)</i>		yes	yes	yes	yes
	<b>Drug Manufacturer Revenue</b>	4	4	0	0	4
	<i>Yes (0), No (4) (Line Item 7.13)</i>		no	yes	yes	no
	<b>Network Analysis - Top Utilized Pharmacies (60) (BAFO Response)</b>	4	4	4	3	4
	<i>No of In Network of Top 60</i>		60	60	45	60
	<b>Formulary Discretion</b>	4	4	4	4	4
	<i>Yes (4), No (0) (Line Item 7.17)</i>		yes	yes	yes	yes
	<b>International Pharmacy Coordination</b>	4	4	4	4	4
	<i>Yes (4), No (0) (Line Item 7.18)</i>		yes	yes	yes	yes
	<b>Retain Aggregator or Manufacturer Fees</b>	4	4	4	0	4
	<i>Yes (0), No (4) (Line Item 7.21)</i>		no	no	yes	no
5	<b>The vendor's past relationship with the District, if any.</b>	2	2	0	2	0
	<i>Positive past history = 2; No History = 0</i>		Positive	no history	Positive	no history
6	<b>HUB</b>	1	0	0	0	0
	<i>Yes (1), No (0) (Line Item 4.9)</i>		no	no	no	no
7	<b>The total long-term cost to the District to acquire the vendor's goods or services.</b>	25	25	22	22	19
	<b>Estimated Drug Rebates year 1</b>	5	5	4.78	4.77	3.32
	<i>(Percent of Highest rebates offered per vendor) (Line Item 6.13-6.15)</i>		\$2,335,477.76	\$2,233,906.00	\$2,227,197.69	\$1,550,428.39
	<b>Estimated Drug Rebates year 2</b>	5	5	4.70	4.72	3.41
	<i>(Percent of Highest rebates offered per vendor) (Line Item 6.43-6.45)</i>		\$2,498,976.61	\$2,347,604.00	\$2,360,974.29	\$1,706,631.36
	<b>Estimated Drug Rebates year 3</b>	5	5	4.60	4.68	3.54
	<i>(Percent of Highest rebates offered per vendor) (Line Item 6.72-6.74)</i>		\$2,673,880.48	\$2,460,279.00	\$2,502,610.15	\$1,891,182.53
	<b>Drug Costs - Repricing (BAFO Response)</b>	10	10.00	8.41	8.17	8.67
	<i>Top 88 Drugs - 3 Year Estimate</i>		\$626,990.40	\$745,835.34	\$767,221.41	\$723,269.85
8	<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>	1	0	0	1	1
	<i>Texas Vendor or Employs 500 in Texas = 1; Out of State Vendor = 0</i>		out of state	out of state	Beaumont, TX	San Antonio, TX
9	<b>And, any other relevant factor specifically listed in the request for proposal.</b>	0	0	0	0	0

# McAllen Independent School District

## Detailed Summary of Comparative Cost

RFP # 2023-1003 (Pharmacy Benefit Management Services)

Review Date: August 18, 2022

Company	<b>Araya Rx</b>
Home Office	Latham, NY
Contact Person	Patrick McLaughlin

<u>AWP Retail</u>			
	Year 1	Year 2	Year 3
Brand	18.97%	18.97%	18.97%
Generic	84.49%	84.49%	84.49%

### Pharmacy Monthly

	Rate			Annual Total
Admin fee PEPM	3300	\$ -	\$ -	-
Admin fee/RX (per transaction)	43458	\$ 6.00	\$ -	260,748
30 day Brand Rx fee	6384	\$ 1.10	\$ -	7,022
30 day Generic Rx fee	36420	\$ 1.10	\$ -	40,062
90 day Brand Rx fee	362	\$ -	\$ -	-
90 day Generic Rx fee		\$ -	\$ -	-
90 day Brand Mail Order		\$ -	\$ -	-
90 day Generic Mail Order		\$ -	\$ -	-
Specialty Rx fee	292	\$ -	\$ -	-
Prior Authorizations	323	\$ -	\$ -	-
<b>Annual Total</b>		<b>\$</b>		<b>307,832</b>

<u>AWP Retail 90</u>			
	Year 1	Year 2	Year 3
Brand	21.85%	21.85%	21.85%
Generic	91.95%	91.95%	91.95%

<u>AWP Specialty</u>			
	Year 1	Year 2	Year 3
Brand	17.31%	17.31%	17.31%
Generic	93.7%	93.7%	93.7%

<u>Per Rebate Claim Guarantees</u>			
	Year 1	Year 2	Year 3
Retail 30	\$264.96	\$283.51	\$303.35
Retail 90	\$523.52	\$560.17	\$599.38
Specialty	\$2,072.32	\$2,217.38	\$2,372.60

Retail 30	\$1,063,549.44	\$1,138,009.14	\$1,217,646.90
Retail 90	\$702,040.32	\$751,187.97	\$803,768.58
Specialty	\$569,888.00	\$609,779.50	\$652,465.00
	<b>\$2,335,477.76</b>	<b>\$2,498,976.61</b>	<b>\$2,673,880.48</b>

Retail 30	4014
Retail 90	1341
Specialty	275

**Notes:** Licensed TPA in the State of Texas  
(3) year rate guarante for Administration Fees

# McAllen Independent School District

## Detailed Summary of Comparative Cost

RFP # 2023-1003 (Pharmacy Benefit Management Services)

Review Date: August 18, 2022

Company  
Home Office  
Contact Person

<b>Keenan &amp; Associates</b>
Torrance, CA
Kevin Knopf

<b>AWP Retail</b>			
	Year 1	Year 2	Year 3
Brand	19%	19%	19%
Generic	83% + 2%	83.5% + 2%	84.2% + 2%

### Pharmacy Monthly

	Rate	Annual Total
Admin fee PEPM	3300 \$ - \$	-
Admin fee/RX (per transaction)	43458 \$ 8.25 \$	358,529
30 day Brand Rx fee	6384 \$ 0.90 \$	5,746
30 day Generic Rx fee	36420 \$ 0.90 \$	32,778
90 day Brand Rx fee	362 \$ - \$	-
90 day Generic Rx fee	\$ - \$	-
90 day Brand Mail Order	\$ - \$	-
90 day Generic Mail Order	\$ - \$	-
Specialty Rx fee	292 \$ - \$	-
Prior Authorizations	323 \$ 45.00 \$	14,535.00
<b>Annual Total</b>	<b>\$</b>	<b>411,587.10</b>
	<b>Year 2</b>	<b>\$ 409,446.90</b>
	<b>Year 3</b>	<b>\$ 408,162.78</b>

<b>AWP Retail 90</b>			
	Year 1	Year 2	Year 3
Brand	22.00%	22.25%	22.50%
Generic	84% + 3%	84.25% + 3%	84.5% + 3%

<b>AWP Specialty</b>			
	Year 1	Year 2	Year 3
Brand	20%	20.25%	20.50%
Generic	81.0%	81.5%	82%

<b>Per Rebate Claim Guarantees</b>			
	Year 1	Year 2	Year 3
Retail 30	\$228	\$240	\$251
Retail 90	\$604	\$634	\$665
Specialty	\$1,850	\$1,942	\$2,040

Retail 30	\$915,192.00	\$963,360.00	\$1,007,514.00
Retail 90	\$809,964.00	\$850,194.00	\$891,765.00
Specialty	\$508,750.00	\$534,050.00	\$561,000.00
	<b>\$2,233,906.00</b>	<b>\$2,347,604.00</b>	<b>\$2,460,279.00</b>

Retail 30	4014
Retail 90	1341
Specialty	275

**Notes** Licensed TPA in the State of Texas  
(3) year rate for **Administration Fees Only**,  
not dispensing fees

# McAllen Independent School District

## Detailed Summary of Comparative Cost

RFP # 2023-1003 (Pharmacy Benefit Management Services)

Review Date: August 18, 2022

Company	<b>Norland, Inc</b>
Home Office	Des Moines, IA
Contact Person	Jim Norland

<b>AWP Retail</b>				
	Year 1	Year 2	Year 3	
Brand	20.00%	20.25%	20.50%	
Generic	84.00%	84.50%	85.00%	

### Pharmacy Monthly

	Rate			Annual Total
Admin fee PEPM	3300	\$ -	\$ -	-
Admin fee/RX (per transaction)	43458	\$ 3.25	\$ -	141,239
30 day Brand Rx fee	6384	\$ 0.65	\$ -	4,150
30 day Generic Rx fee	36420	\$ 0.65	\$ -	23,673
90 day Brand Rx fee	362	\$ -	\$ -	-
90 day Generic Rx fee		\$ -	\$ -	-
90 day Brand Mail Order		\$ -	\$ -	-
90 day Generic Mail Order		\$ -	\$ -	-
Specialty Rx fee	292	\$ 2.00	\$ -	584.00
Prior Authorizations	323	\$ 55.00	\$ -	17,765.00
<b>Annual Total</b>		<b>\$</b>		<b>187,410</b>

<b>AWP Retail 90</b>				
	Year 1	Year 2	Year 3	
Brand	23.25%	23.50%	23.75%	
Generic	89.00%	89.50%	90.00%	

<b>AWP Specialty</b>				
	Year 1	Year 2	Year 3	
Brand	17-72%	17-72%	17-72%	
Generic	17-72%	17-72%	17-72%	

<b>Per Rebate Claim Guarantees</b>				
	Year 1	Year 2	Year 3	
Retail 30	\$232.92	\$246.95	\$261.76	
Retail 90	\$545.91	\$578.64	\$613.36	
Specialty	\$2,037.06	\$2,159.13	\$2,288.69	

Retail 30	\$934,940.88	\$991,257.30	\$1,050,704.64	
Retail 90	\$732,065.31	\$775,956.24	\$822,515.76	
Specialty	\$560,191.50	\$593,760.75	\$629,389.75	
	<b>\$2,227,197.69</b>	<b>\$2,360,974.29</b>	<b>\$2,502,610.15</b>	

Retail 30	4014
Retail 90	1341
Specialty	275

**Notes** Not Licensed TPA in the State of Texas  
(3) year rate guarante for Administration Fees

# McAllen Independent School District

## Detailed Summary of Comparative Cost

RFP # 2023-1003 (Pharmacy Benefit Management Services)

Review Date: August 18, 2022

Company	<b>PCARx, LLC</b>
Home Office	San Antonio, TX
Contact Person	David Antongoivanni

<u>AWP Retail</u>			
	Year 1	Year 2	Year 3
Brand	17.50%	17.60%	17.70%
Generic	81.25%	81.40%	81.55%

### Pharmacy Monthly

	Rate	Annual Total
Admin fee PEPM	3300 \$ 7.00 \$	277,200
Admin fee/RX (per transaction)	43458 \$ - \$	-
30 day Brand Rx fee	6384 \$ 1.50 \$	9,576
30 day Generic Rx fee	36420 \$ 1.50 \$	54,630
90 day Brand Rx fee	362 \$ 1.50 \$	543.00
90 day Generic Rx fee	\$ 1.50 \$	-
90 day Brand Mail Order	\$ 0.75 \$	-
90 day Generic Mail Order	\$ 0.75 \$	-
Specialty Rx fee	292 \$ 0.50 \$	146.00
Prior Authorizations	323 \$ - \$	-

<u>AWP Retail 90</u>			
	Year 1	Year 2	Year 3
Brand	19.50%	19.60%	19.70%
Generic	82.00%	82.10%	82.20%

<u>AWP Specialty</u>			
	Year 1	Year 2	Year 3
Brand	20.00%	20.00%	20.00%
Generic	20.00%	20.00%	20.00%

<b>Annual Total</b>	\$	342,095
	<b>Year 2</b>	\$ 322,295.00
	<b>Year 3</b>	\$ 312,395.00

<u>Per Rebate Claim Guarantees</u>			
	Year 1	Year 2	Year 3
Retail 30	\$167.66	\$184.69	\$205.86
Retail 90	\$183.40	\$194.20	\$218.14
Specialty	\$2,296.37	\$2,563.14	\$2,808.49

Retail 30	\$672,987.24	\$741,345.66	\$826,322.04
Retail 90	\$245,939.40	\$260,422.20	\$292,525.74
Specialty	\$631,501.75	\$704,863.50	\$772,334.75
	\$1,550,428.39	\$1,706,631.36	\$1,891,182.53
Retail 30	4014		
Retail 90	1341		
Specialty	275		

**Notes** Not Licensed TPA in the State of Texas  
(3) year rate for Dispensing Fees Only

## PRESCRIPTION DRUG SERVICES AGREEMENT

**THIS PRESCRIPTION DRUG SERVICES AGREEMENT** (“Agreement”) is entered into by and between Matrix Quality Care, Inc. d/b/a Araya, a New York corporation (“Araya”) and McAllen Independent School District (“Client”) (individually a “Party” and collectively the “Parties”).

### RECITALS

- A. Araya is a pharmacy benefit manager that, provides, manages and administers prescription drug programs, including the maintenance of a nationwide network of pharmacies, claims administration, prescription drug management, rebate services, utilization reports and other pharmacy management services; and
- B. Client is an employer and plan sponsor that offers coverage of medications and other pharmacy related products to employees and their dependents eligible for the employer sponsored health plan; and
- C. Client and Araya hereby desire that Araya provide a prescription drug benefit program to Client, including claims administration, retail pharmacy, mail order pharmacy and specialty pharmacy services and rebate management with respect to the Plan, in accordance with the terms and conditions set forth in this Agreement.

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

### ARTICLE I DEFINITIONS

- 1. Capitalized terms shall have the meanings set forth below:

“**Administrative Fees**” mean the Base Administrative Fee and any other fees described in Exhibit A attached hereto and made a part hereof.

“**Agreement**” “**hereof**” and “**hereunder**” and words of similar import, refer to this Prescription Drug Services Agreement, which constitutes the entire understanding among the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings relative to such matter, including all exhibits hereto, as it may be amended from time to time in accordance herewith.

“**AWP**” or “**Average Wholesale Price**” means the average wholesale price of a prescription medication in effect on the date the prescription was dispensed as listed by Medi-Span, or another mutually agreeable applicable industry standard reference on which pricing hereunder is based, for the actual package size dispensed. Araya shall make Medi-Span pricing available online to Client.

“**Base Administrative Fee**” means the fee per Claim processed set forth in Exhibit A.

“**Brand Name Drugs**” means a drug where the generic indicator (GI) field in Medi-Span contains an “M” [*co-branded product*], “N” [*single-source brand*], or “O” [*multi-source brand*].

“**Claim**” or “**Claims**” mean(s) an invoice or transaction (electronic or paper) for a medication dispensed to a Member that has been submitted to Araya by the dispensing pharmacy, pharmacy switch or a Member.

“**Claims Processing**” means the process followed to pay, settle or reject one or more Claims, whether through their full payment, partial payment, denial of payment, or a combination thereof.

“**Copayment**” means that portion of the charge for each Formulary Product dispensed to a Member that is the responsibility of such Member in accordance with the terms of the Prescription Benefit Plan (e.g., copayment, coinsurance, cost sharing, and/or deductibles under initial coverage limits and up to annual out-of-pocket thresholds).

“**Day(s)**” means Monday through Friday excluding United States holidays as observed by the Federal Reserve.

“**Effective Date**” means the date upon which Client’s Board of Trustees approved that this Agreement is to begin, which is January 1, 2023.

“**Eligibility Files**” means the list submitted by Client to Araya in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Plan.

“**ERISA**” means the Employee Retirement Income Security Act, as amended, 29 U.S.C. §1001 et seq.

“**Formulary**” means those prescription drugs, supplies, specialty products and other items that are covered under the Member’s Prescription Drug Program, as indicated in the Plan Design Summary.

“**Generic Drug**” means a multisource generic drug determined by information from Medi-Span's Master Drug Database.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“**Ingredient Cost(s)**” means the cost of a Formulary Product excluding (i) fees paid to the Participating Pharmacy for dispensing the Formulary Product, (ii) Copayments, and (iii) any applicable taxes.

“**Initial Term**” means the term described in Section 7.1 of this Agreement.

“**MAC**” or the “**Maximum Allowable Cost**” means the maximum acceptable cost of a generic product as determined from time to time by Araya.

“**Mail Order Pharmacy Program**” means the program under which Members may purchase Formulary products from an Araya contracted mail order pharmacy for home delivery upon verification of eligibility and payment of the applicable Copayment, and the claim is submitted by the Participating Pharmacy to Araya for payment in accordance with this Agreement and the applicable Participating Pharmacy agreement.

“**Member**” means each person who is eligible (as determined solely by Client on behalf of a Plan) to receive Formulary Products under a Plan.

“**Member Submitted Claim**” means (a) a Claim submitted by a Member for Formulary Products dispensed by a pharmacy other than a Participating Pharmacy, or (b) a Claim for Formulary Products filled at a Participating Pharmacy for which the Member paid the entire cost of the Claim.

“**NCPDP**” means the National Council for Prescription Drug Programs.

“**Paid Claim**” means a claim that results in a prescription being dispensed to a member

“**Participating Pharmacy**” means any licensed pharmacy, including retail, long-term care, home infusion, mail order, specialty and other dispensers, with which Araya, its agent or Client has executed an agreement to provide Formulary Products to Members.

“**Pass Through**” refers to a pricing methodology in which the Plan Cost billed to the Client will be equal to the Plan Cost paid to the Participating Pharmacy by Araya.

“**Plan Cost**” means Ingredient Cost plus fees paid to the Participating Pharmacy for dispensing the Formulary Product and any applicable taxes, less any member copayment.

“**Plan Design Summary or PDS**” means any standard Araya document or form, which when completed and signed by Client, will describe the essential benefit elements and coverage rules adopted by Client for its Prescription Drug Program.

**“Preferred Drug List”** means a list of prescription drugs and preferred products approved by Client, which prescribing practitioners are encouraged to prescribe, consistent with their professional medical judgment and applicable medical and pharmacy laws and procedures. This list must be adopted by Client to be eligible for participation in the Preferred Drug Program.

**“Preferred Drug Program”** means the program by which clients receive a percentage of the rebates collected by Araya pursuant to manufacture contracts directly attributable to single source brand drug utilization by Members.

**“Prescription Drug Program”** means the prescription drug services and benefits specified by Client that are available to a Member under the Member’s Plan and this Agreement.

**“Proprietary Information”** means any reporting and system applications, (web-based and other media), and system formats, databanks, clinical and Formulary management operations and programs and manuals, information concerning Rebates prescription drug evaluation criteria, drug choice management, drug pricing information, and all information provided by either Party that is not generally known to the public prior to or during the term of this Agreement, whether of a technical, business or other nature (including, without limitation, trade secrets, materials, outlines, diagrams, flow-charts, techniques, models, software code formats, know-how regardless of whether any such information is marked or otherwise identified in writing as confidential, and information relating to the technology, customers, business plans, processes, promotional and marketing activities, finances and other business affairs of such Party).

**“Rebates”** means retrospective payments to Araya, or otherwise retained by Araya, pursuant to the terms of a contract negotiated independently by Araya with a pharmaceutical manufacturer, and directly attributable to the utilization of single source brand, prescription drugs by Members.

**“Rebateable Products(s)”** means those prescription drugs, supplies, specialty products and other items that are included in the Formulary and are eligible for Rebates under the terms of the manufacturer rebate agreements entered into by Araya.

**“Renewal Term”** means the term as described in Section 7.1 of this Agreement.

**“Retail Pharmacy Program”** means the program under which Members may purchase Formulary Products from a community pharmacy upon verification of eligibility and payment of the applicable Copayment, and the claim is submitted by the Participating Pharmacy to Araya for payment in accordance with this Agreement and the applicable Participating Pharmacy agreement.

**“Termination Date”** means such date as described in Section 7.4 of this Agreement.

## **ARTICLE II ESTABLISHMENT OF THE PRESCRIPTION DRUG PROGRAM**

2.1 **Exclusivity.** Client agrees to utilize Araya as its sole provider of those prescription benefit management services described in Exhibit A during the term of this Agreement (the “Services”). Araya agrees that the exclusivity granted here will not prohibit Client from contracting with and utilizing the services of ElectRx or any other international pharmacy provider or program.

2.2 **Client responsibility.** Client will promptly furnish, in a mutually acceptable format, all information necessary for Araya to render the services set forth herein. Such information will include, but is not limited to:

- (a) An Eligibility File and subsequent timely additions and deletions to such file as changes occur. Araya agrees to load eligibility files within 4 business hours (*i.e.* Araya’s normal hours of operation) of receipt of said file. Client will be responsible for all Claims during the period of the Plan Member’s eligibility as indicated in the Eligibility File, until the earlier of Araya’s processing of any changes submitted by Client or the passage of 4 business hours after receipt of such changes. Client may send retroactive eligibility updates, but client will remain responsible for payment of

any Claims approved for the Member until Araya processes such eligibility updates.

- (b) Prior to the provision of any services under this Agreement with respect to a Plan, Client will submit completed PDS with respect to such Plan, certifying that it accurately depicts the pharmacy benefit provisions of the Plan. Client is solely responsible for timely communication of the terms of, and changes to, a Plan to the Plan's Members prior to the effective date of such provisions. Client shall notify Araya in the event of change to benefit design features of a Plan after initial setup, including but not limited to changes in Copayments, Formulary or prior authorization requirements in writing, via Araya's standard benefit change forms at least forty (40) days prior to the effectiveness of such changes. Client will give Araya at least forty (40) days prior written notice if a Plan will cease to be subject to this Agreement.

### ARTICLE III ARAYA'S SERVICES

- 3.1 **Pharmacy Network.** Araya contracts with Participating Pharmacies, which are independent contractors, to provide prescription drugs and related products and services with respect to the Prescription Drug Program. Araya will maintain a network of Participating Pharmacies necessary for the reasonable availability to Plan Members during the Term. Araya maintains multiple networks tailored to the specific needs of its clients. Such networks are subject periodic change to capitalize on certain operational efficiencies or other benefits and as necessary to reflect changes in contractual arrangements with the Participating Pharmacies. Araya will notify Client of any changes that would materially adversely affect Member access to Participating Pharmacies. Araya shall require Participating Pharmacies to comply with Araya's terms and conditions applicable to participation in the Retail Pharmacy Program or Mail Order Pharmacy Program, as well as all applicable state board of pharmacy rules and regulations. Araya does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or other pharmaceutical related services.
- 3.2 **Claims Processing.** Araya will provide Claims Processing services for Formulary Products dispensed by a Participating Pharmacy consistent with the applicable standard transaction rules required under HIPAA. When applicable, Araya shall provide claims processing for Member Submitted Claims in accordance with Araya rules. Client shall have the final responsibility for all decisions with respect to coverage of a Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed Claim shall be allowed.
  - (a) Payment to Providers. Claims will be processed and adjudicated based on the terms and conditions contracted with each Participating Pharmacy by Araya or Araya's designated network subcontractor.
  - (b) Coordination of Benefits. Araya will coordinate benefits with entities providing other prescription drug coverage based on information provided by Client.
  - (c) Drug Utilization Review. Araya will provide concurrent drug utilization review services through edits applied during Claims Processing in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. Araya's utilization review services are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member. Client or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.
  - (d) Prior Authorization. Araya shall provide prior authorization online services as requested and directed by Client in the PDS. See Exhibit A for charges. Prior authorized drugs must meet Client-approved guidelines ("Guidelines") before they are deemed to be Formulary Products. In conducting

prior authorization online services, Araya will apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from sources deemed reliable to Araya. Client may authorize coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. Araya will not undertake to determine medical necessity, to make diagnoses or substitute Araya's judgment for the professional judgment and responsibility of the physician.

### 3.3 **Program Operations.**

- (a) Basic Program Reporting. Araya shall provide Client with the reports listed on Exhibit A.
- (b) Claims Data Feeds. Upon Client's written request, Araya shall provide regular prescription Claims data in an agreed upon format(s) for no additional charge to Client and Client's vendors for disease management, flexible savings account and other "payment", "treatment" and "healthcare operations" purposes (as defined under HIPAA). Araya disclaims any liability or responsibility related to the disclosure to, and use of such Claims data by Client or Client's vendors when such disclosure was requested by Client.
- (c) Claims Data Retention. Araya will maintain and make available to Client upon request, Client's Claims data supporting invoices for Formulary Products adjudicated by Araya during the term of this Agreement for a period of three (3) years; provided that after expiration of the retention period, Araya shall dispose of such data in accordance with its standard policies and applicable state and federal law.
- (d) Client Audits. Client may audit the prescription management services provided and all fees and charges under this Agreement for a maximum period of twenty-four (24) months prior to the commencement of the audit. Any audit by Client may be conducted once annually, upon ten (10) days' adequate prior written notice to Araya and during normal business hours. Each Party shall bear its own costs associated with any audit. Client's authorization to Auditor to perform an audit shall constitute Client's direct authorization to Araya to disclose protected health information (as defined under HIPAA) to the Auditor.
- (e) Liability Insurance. Araya and Client shall each maintain such policies of commercial general liability, errors and omissions, and other insurance of the types and in amounts customarily carried by their respective businesses. The general liability and errors and omissions policies shall have coverage limits on not less than \$1 million per claim and \$3million in the aggregate. Proof of such insurance shall be available upon request. If coverage is written on a claims-made basis, the insured party shall provide evidence of continuing coverage for three (3) years beyond termination of this Agreement. Araya does not maintain liability insurance on behalf of any Participating Pharmacy, but contractually requires such Participating Pharmacies to maintain commercial liability and professional liability insurance of not less than \$1 million/\$3 million or, when deemed acceptable by Araya, to have in place a self-insurance program.
- (f) Complaints and Grievances. Any complaints or grievances Client receives from Members with respect to services provided pursuant to this Agreement will be resolved in accordance with Client's procedures. Araya agrees to timely cooperate and require Participating Pharmacies to cooperate in the resolution of Member complaints and grievances. Araya shall provide Client with information regarding Member complaints and grievances and support Client in the implementation of corrective action plans.

- 3.4 **Rebates.** Client will provide Araya with advance notice of each Plan that will participate in the Preferred Drug Program. If a Plan participates in the Preferred Drug Program, Araya will distribute to Client one hundred percent (100%) of the Rebates actually collected by Araya for qualifying Rebateable Products under such Plan within 180 days of the last day of the calendar quarter.

## ARTICLE IV

## PAYMENT TERMS

- 4.1 **Billing.** Araya will email Client with invoices **4 times** per month for claims reimbursement amounts (*i.e.* Plan Costs) and other Administrative Fees for services (collectively the “Fees”) provided by Araya under the Prescription Drug Program, in accordance with the Program Pricing Terms, Services and Fees Schedule set forth in Exhibit A.
- 4.2 **Payment Method.** Client agrees to pay the Fees to Araya by wire or ACH transfer, debit or check no less than twice each month and within fifteen (15) calendar days from the date of Client’s receipt of the Araya invoice. If Client disputes the amount of any invoice, Client shall pay the full amount invoiced and provide Araya with written notice of the disputed amount, which the Parties will subsequently work to resolve.
- 4.2.1 **Interest on Late Payments; Collection Costs.** Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251. .
- 4.3 **Deposit.** If, at any time, Client has two or more invoices past due and outstanding, Araya may require that Client provide to Araya a deposit in an amount equal to the previous two (2) months invoices. Araya will retain the deposit until the earlier of (i) termination of this Agreement (following any run-off period); or (ii) six (6) consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to delinquent fees until return of the deposit.
- 4.4 **Non Appropriation:** Araya acknowledges that this Agreement and any supplemental agreement or renewal thereof is a commitment of District’s then current year fiscal revenues and that payment obligations of Subscriber created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by District’s governing board, then this Agreement may be terminated by District at the end of the fiscal period for which funds are appropriated and allocated. District shall provide Vendor with prompt written notice of any such non-appropriation event. Renewal of this Agreement, if any, shall be in accordance with Tex. Local Gov’t Code §271.903 concerning non-appropriation of funds for multi-year agreements.

## ARTICLE V USE OF RECORDS; CONFIDENTIALITY

- 5.1 **HIPAA.** In the event Client is a “covered entity,” as that term is defined under HIPAA, the Parties shall execute the Business Associate Agreement annexed to this Agreement as Exhibit B, which is hereby incorporated in this Agreement by reference. If Client is not a covered entity, Araya shall safeguard the privacy and security of Member information to the same extent it does for members of clients which are covered entities.
- 5.2 **Proprietary Information.** Each Party agrees that they will not use the other’s Proprietary Information or disclose it to any third party at any time during or after termination of this Agreement, except as specifically permitted by this Agreement or upon prior written consent. Compliance with the Texas Public Information Act shall not be deemed a breach of this provision. Upon termination of this Agreement, each Party shall cease using the other’s Proprietary Information, and all such information shall be returned or destroyed upon the owner’s direction.
- (a) Araya agrees and covenants to treat and maintain as confidential all of Client’s Proprietary Information. Araya further acknowledges, agrees and covenants that any change or adaptation made to any of Client’s Proprietary Information during the term of this Agreement for any reason will remain the sole property of Client.
- (b) Client agrees and covenants to treat and maintain as confidential all of Araya’s Proprietary Information. Client further acknowledges, agrees and covenants that any change or adaptation made to any of Araya’s Proprietary Information during the term of this Agreement for any reason will remain the sole property of Araya.

**ARTICLE VI  
COMPLIANCE WITH LAW**

- 6.1 **Compliance with Law.** Each Party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary license and permits. Client is a tax exempt public entity; accordingly, no taxes will be passed through to Client. . Araya is a pharmacy benefit management and pharmacy benefits design consulting company and is not engaged in the practice of law. While care has been taken to ensure that Araya’s services reflect applicable legal guidance, Client should consult with Client’s own legal counsel on all matters pertaining to Plan design, Member eligibility and the Prescription Drug Program. Client acknowledges and agrees that it is responsible for disclosing to Members any and all information relating to the Plan and this Agreement as required by law to be disclosed, including any information relating to Plan coverage and eligibility requirements.
- 6.2 **ERISA.**
- (a) **Disclosure Obligations.** With respect to any Plan that is subject to the provisions of ERISA, Client shall ensure that its activities in regard to such program are in compliance with ERISA. Client acknowledges and agrees that it or the Plan is responsible for disclosing to Members any and all information relating to the Plan as required by law to be disclosed, including any information relating to the calculation of Copayments and any other program coverage and eligibility requirements in connection with the Plan, and any other information concerning commissions (if applicable).
  - (b) **Fiduciary Acknowledgements.** In providing services under this Agreement, Client acknowledges and agrees that Araya will act as a fiduciary with regard to Plan responsibilities explicitly delegated to Araya.
  - (c) **Disclosure of Financial Matters.** Araya and its subsidiaries do not own or have financial interest in any of the Participating Pharmacies.

**ARTICLE VII  
TERM AND TERMINATION; DEFAULT AND REMEDIES**

- 7.1 **Term.** This Agreement will remain in effect for an initial term of three (3) years from the Effective Date January 1, 2023 (“Initial Term”).
- 7.2 **Termination.**
- (a) **Non-Renewal Upon Notice.** Not less than forty five (45) days prior to the end of the Initial Term or any Renewal Term of this Agreement, either Party may notify the other Party in writing that it desires to terminate this Agreement effective as of the end of the then current term.
  - (b) **Breach or Default.** Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party if the other Party is in material breach of this Agreement and fails to cure such breach within such sixty (60) day period. If the amount of time commercially reasonable for the breach to be cured is longer than sixty (60) days, this Agreement may not be terminated by the non-breaching Party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event shall such period exceed ninety (90) days.
  - (c) **Non-Payment or Failure to Fund.** Noncompliance with payment terms will be considered a material breach to this Agreement. Notwithstanding Section 7.2(b), Araya may suspend its performance hereunder and cease providing or authorizing provision of Formulary Products to Members upon thirty (30) days written notice if Client fails to pay Araya Plan Costs and Administrative Fees when

due. Additionally, Araya may offset any amount overdue to Araya with refunds, Rebates or other amounts owed to Client if applicable.

### 7.3 Remedies.

(a) Force Majeure. The term “force majeure” as employed herein is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the venue at which Services were to be performed; (b) riot, war, invasion, act of foreign enemies, hostilities, acts of terrorism, curtailment of major national transportation systems, and governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) any strike or labor disturbance; (e) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (e) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, including but not limited to the COVID-19 pandemic; (f) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. It is understood and agreed that settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch and shall not require the settlement of strikes and/or lockouts by acceding to the demands of the opposing party or parties when such settlement is objectively unfavorable in the judgment of the party having the difficulty

(b) Limitation of Liability. Araya’s liability to Client hereunder shall in no event exceed the actual proximate losses or damages caused by breach of this Agreement.

7.4 **Obligations upon Termination.** Client or its agent shall pay Araya in accordance with this Agreement for all Claims for Formulary Products dispensed and services provided to Client and Members on or before the effective date of termination (“Termination Date”). Claims submitted by Participating Pharmacies or Member Submitted Claims filed with Araya after the Termination Date shall be processed and adjudicated in accordance with a reasonably determined run-off plan. The Parties shall cooperate regarding the transition to a successor pharmacy benefit manager in accordance with applicable rules and/or regulations. Notwithstanding the preceding, Araya may (a) delay payment of any amounts due Client to allow for any final adjustments, or (b) request that Client pay in advance in the event Araya is required to process Claims for Formulary Products after the Termination Date incurred on or prior to such date.

## ARTICLE VIII MISCELLANEOUS

8.1 **Notice.** Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing and shall be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested or (b) sent by recognized overnight delivery service in either case property addressed to the other Party at the address set forth below, or at such other address as such Party shall specify from time to time by written notice delivered in accordance herewith:

To Araya: Araya  
Attn: President  
P.O. Box 460

Latham, NY 12110

To Client: Purchasing Services McAllen ISD  
Attn: Jose Gonzalez, Superintendent  
2000 N. 23<sup>rd</sup> St.  
McAllen, TX 78501

- 8.2 **Independent Parties.** No provision of this Agreement is intended to create or shall be construed to create any relationship between Araya and Client other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Party nor any of their respective representatives, shall be construed to be the partner, agent, employee or representative of the other and neither Party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the Party about which such representation is asserted.
- 8.3 **Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and assignees of the Parties hereto; provided, however, that this Agreement may not be assigned by Client without the prior written consent of Araya, which consent shall not be unreasonably withheld. Araya may assign this Agreement upon prior written notice to Client.
- 8.4 **Integration; Amendments.** This Agreement constitutes the entire understanding of the Parties hereto and supersede any prior oral or written communication between the Parties with respect to the subject matter hereof. No modifications, alteration, or waiver of any term, covenant, or condition of this Agreement shall be valid unless in writing and signed by both Parties and the agents of the Parties who are authorized in writing.
- 8.5 **Choice of Law and Dispute Resolution.** This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Texas and County of Hidalgo. The exclusive forum for resolving any disputes will be in the courts located in Hidalgo County, Texas.
- 8.6 **Severability.** In the event that any provision of this Agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement, which shall remain in effect and be construed as if such provision were not a part of the Agreement.
- 8.7 **Third Party Beneficiary Exclusion.** This Agreement shall not create any rights on behalf of Members against Araya or Client.
- 8.8 **Trademarks.** Each Party acknowledges each other Party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks, and service marks, whether presently existing or later established (collectively "Marks"). No Party shall use the other Party's marks in advertising or promotional materials or otherwise without the owner's prior written consent; provided, however, that the Parties may publicize the fact that Araya provides prescription benefit management services to Client.
- 8.9 **Survival.** Section 3.3(e) and Articles V, VI and VII, as well as any provision of this Agreement which imposes an obligation that would naturally extend beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.
- 8.10 **Signatures.** Any documents required to implement the terms of this Agreement shall be signed by a representative of each Party with legal authority to bind the entity.
- 8.11 **Representations.** Each Party represents and warrants to the other Party that:
- (a) It has all requisite power and authority and has taken all action necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby;

- (b) It has duly and validly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws, now or hereafter in effect, relating to or affecting creditors' rights and to general principles of equity; and
- (c) Neither the execution and the delivery by it of this Agreement nor the performance of its obligations hereunder violates or conflicts with any provision of any applicable law, its certificate of incorporation or bylaws, or any material agreement.

8.12 **Counterparts; Electronic Signatures.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission will be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

**Matrix Quality Care, Inc., d/b/a Araya**

**McAllen Independent School District**

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

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

Printed Name: Patrick McLaughlin

Printed Name: Tony Forina

Title: President

Title: Board of Trustees, President

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

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

Approved as to form:  
Walsh Gallegos Treviño Kyle & Robinson P.C.

by: *Leandra C. Ortiz*

Leandra C. Ortiz

**Exhibit A**

**PROGRAM PRICING TERMS, SERVICES AND FEE SCHEDULE**

Araya will charge Client for Plan Costs on a pass through basis. Araya is projecting that the overall effective rates for Client during the first year of the contract will be as follows:

1. **RETAIL 30 DAYS PHARMACY PROGRAM CLAIMS**

1.1 **Network Reimbursement:**

<i><u>Ingredient Cost</u></i>	<i><u>Projected</u></i>	<i><u>Guaranteed</u></i>
Brand Name Drugs	AWP -18.97%	AWP -- 18.5%
Generic Drugs	Araya MAC = AWP -84.49%	AWP - 84%
 <i><u>Dispensing Fee</u></i>		
Brand Name Drugs	\$1.10	\$1.10
Generic Drugs	\$1.10	\$1.10

1.2. **Member Submitted Claims** - The reimbursement terms applicable to Member Submitted Claims under the Retail Pharmacy Program will be the same as the terms set forth in this Section 1, unless otherwise provided in writing by Client to Araya.

2. **RETAIL 90 DAYS PHARMACY PROGRAM CLAIMS**

2.1 **Network Reimbursement:**

<i><u>Ingredient Cost</u></i>	<i><u>Projected</u></i>	<i><u>Guaranteed</u></i>
Brand Name Drugs	AWP -21.85%	AWP - 21.5%
Generic Drugs	Araya MAC = AWP -91.95%	AWP - 91.0%
 <i><u>Dispensing Fee</u></i>		
Brand Name Drugs	\$0.00	\$0.00
Generic Drugs	\$0.00	\$0.00

2.2 **Member Submitted Claims** - The reimbursement terms applicable to Member Submitted Claims under the Retail Pharmacy Program will be the same as the terms set forth in this Section 1, unless otherwise provided in writing by Client to Araya.

3. **SPECIALTY PHARMACY PROGRAM CLAIMS**

3.1 **Specialty Reimbursement**

(a) Retail Pharmacy Program:		
<i><u>Ingredient Cost</u></i>	<i><u>Projected</u></i> AWP -17.31%	<i><u>Guaranteed</u></i> AWP- 17%
<i><u>Dispensing Fee</u></i>	\$0.00	\$0.00

4. ADMINISTRATIVE FEES

4.1 Client will pay to Araya a Base Administrative Fee in the amount of \$6.00 per paid Claim by Araya pursuant to this Agreement. Except where indicated, the following are included in the Base Administrative Services, as applicable.

SERVICE		CHARGE
Claim Adjudication	<ul style="list-style-type: none"> <li>• Administration of Client Plan designs</li> <li>• Adjudication of claims via the on-line adjudication system for retail and mail order claims</li> <li>• On-line clinical &amp; business edits</li> <li>• Pay pharmacy provider for Paid Claims submitted on behalf of eligible members</li> <li>• Provide twelve months on-line Claims history retention (for use in Claims Processing)</li> <li>• Coordination of Benefits</li> </ul>	All Included
Retail Pharmacy Network	<ul style="list-style-type: none"> <li>• Establish, maintain, credential and contract an adequate panel of participating network pharmacies</li> <li>• Development and distribution of communication materials to participating pharmacies regarding the program</li> <li>• Toll-free access to Help Desk for eligibility/claims processing assistance</li> <li>• Toll-free access to Araya pharmacists to obtain DUR assistance</li> <li>• Monitor network pharmacy performance and compliance, including generic substitution rates, formulary program conformance, and DUR intervention conformance through Retail Network Management initiatives and reporting</li> <li>• Toll-free telephone access to voice response unit for members to locate network pharmacies in zip code area</li> </ul>	All Included
Mail Order Pharmacy	<ul style="list-style-type: none"> <li>• Integrated on-line claim adjudication</li> <li>• Free home delivery of maintenance medication requested by plan members</li> <li>• Submission of prescription orders via e-prescribing, internet, fax or phone</li> <li>• Access to pharmacist via toll free number</li> <li>• Available next day delivery service (at Member's expense)</li> </ul>	All Included
Eligibility	<ul style="list-style-type: none"> <li>• Administration of eligibility submitted via electronic file transfer and secure FTP in a Araya standard format</li> <li>• Regularly scheduled file updates</li> <li>• Araya Welcome Package and ID Cards for new members (two per family).</li> <li>• Replacement cards charged at Araya cost plus postage</li> </ul>	Included, except: <ul style="list-style-type: none"> <li>• Cost + Postage</li> </ul>

Account Management	<ul style="list-style-type: none"> <li>• Designated Araya Account Team</li> <li>• Clinical and plan consulting, analysis and cost projections</li> <li>• Marketing and promotional activities</li> <li>• Annual analysis of program utilization and impact of plan design and managed care interventions</li> </ul>	All Included
Customer Service	<ul style="list-style-type: none"> <li>• 24 hour / 7 days a week toll-free telephone access to customer service representatives (CSRs) and clinical support pharmacists for members</li> </ul>	All Included
DMR	<ul style="list-style-type: none"> <li>• Reimbursement to members for out of network claims</li> </ul>	\$ 5.00 per paid claim
Member Portal	<ul style="list-style-type: none"> <li>• Member Web Access <ul style="list-style-type: none"> <li>• View utilization history</li> <li>• Drug formulary look-up</li> <li>• Drug information</li> <li>• Pharmacy look-up</li> </ul> </li> </ul>	All Included
Araya Patient Engagement Tool: Clara	<ul style="list-style-type: none"> <li>• Utilization history</li> <li>• Pharmacy look-up</li> <li>• Drug formulary look-up</li> <li>• Drug Price/Copay lookup</li> <li>• Savings Opportunity messaging</li> <li>• Pharmacy change request</li> <li>• Compliance messaging</li> </ul>	\$0.70 PMPM
Personal Re-importation Program Support	<ul style="list-style-type: none"> <li>• Letters to members receiving medications domestically that are available through the program including postage and handling costs</li> <li>• Program supporting benefit design</li> <li>• Member/program utilization reporting</li> <li>• Program performance reporting</li> <li>• Program formulary development</li> </ul>	All Included
Reporting	<ul style="list-style-type: none"> <li>• Detailed Statement four times per month</li> <li>• Quarterly Executive Summary</li> <li>• Initiative impact analysis</li> <li>• Premium equivalent reporting</li> <li>• Data files supporting client Quality Assurance and Disease Management initiatives that can be provided from data collected through the adjudication process</li> <li>• Custom reporting quoted at time of request</li> <li>• Access to on-line reporting tool</li> <li>• Provide monthly data file to rebate aggregator</li> </ul>	All Included
Prior Authorization Administrative	<ul style="list-style-type: none"> <li>• Not requiring pharmacist review</li> </ul>	Included
Prior Authorization Clinical	<ul style="list-style-type: none"> <li>• Requiring pharmacist review</li> </ul>	Included

**IN WITNESS WHEREOF**, the parties hereto have executed this Schedule as of the date hereof.

**Matrix Quality Care, Inc., d/b/a Araya**

By: \_\_\_\_\_  
Patrick McLaughlin  
President

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

**McAllen Independent School District**

By: \_\_\_\_\_  
Tony Forina  
Board of Trustees, President

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

## Exhibit B

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”), effective as of date of the Underlying Agreement (as defined herein), is made by and between Matrix Quality Care, Inc., doing business as Araya (“Business Associate”) and McAllen Independent School District (“Client”).

**WHEREAS**, Client and Business Associate have entered into an agreement (the “Underlying Agreement”) under which Business Associate will perform prescription benefit and claims processing services for Client; and

**WHEREAS**, Client is a “Covered Entity” under HIPAA (as defined herein); and

**WHEREAS**, to perform the services under the Underlying Agreement, Client will be required to disclose to Business Associate Protected Health Information (“PHI”) as that term is defined under HIPAA; and

**WHEREAS**, Client and Business Associate have entered into this Agreement to comply with HIPAA and the regulations promulgated thereunder (45 CFR Parts 160, 162 and 164, as amended from time to time), as amended by HITECH (as defined herein) and the regulations promulgated thereunder, and other applicable Federal and State laws and regulations governing the use and disclosure of PHI.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants and agreements herein contained, Client and Business Associate agree to the following:

#### 1. Definitions

(a) **“Breach”** means the acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of PHI, subject to the exceptions provided in 45 C.F.R. 164.402(1)(i)-(iii). For purposes of this definition, any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule shall be presumed to be a Breach unless it is demonstrated, through a risk assessment, that there is a low probability that the PHI has been compromised.

(b) **“Breach Notification Rule”** means the rules found in 45 C.F.R. Part 160 and Subparts A and D of 45 C.F.R. Part 164, as amended.

(c) **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended.

(d) **“HITECH”** means Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act, codified at 42 USC §§ 17921-17954.

(e) **“Individual”** shall have the same meaning as the term “individual” in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(f) **“Privacy Rule”** means the rules found in 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164, as amended.

(g) **“Protected Health Information”** or **“PHI”** means individually identifiable health information as defined in 45 C.F.R. 160.103, limited to the information received by Business Associate from Client or a Covered Entity or created or received by Business Associate on behalf of Client or a Covered Entity Client, including, but not limited to electronic PHI.

(h) **“Regulations”** means the Privacy Rule, the Security Rule, and the Breach Notification Rule, collectively.

(i) **“Required By Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. 164.103.

(j) **“Secretary”** means the Secretary of the Department of Health and Human Services or his/her designee.

(k) **“Security Rule”** means the rules found in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. of Part 164, as amended.

(l) **“Unsecured PHI”** means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of HITECH.

(m) **“Unsuccessful Security Incident”** means, without limitation, activity such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access to PHI, or any use or disclosure of PHI.

(n) Unless defined herein, all other capitalized terms in this Agreement have the meanings given to them in the Regulations, HIPAA, and HITECH.

## **2. Permitted Uses and Disclosures.**

(a) General Prohibition. All uses or disclosures of PHI not authorized by this Agreement or Required by Law are prohibited, unless agreed to in writing by Client.

(b) Internal Use and Disclosure to Employees. Business Associate may use or disclose PHI to its employees only as necessary to perform functions, activities, or services for, or on behalf of, Client and for which Client has engaged Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by a Covered Entity Client or Client, or otherwise violate this Agreement.

(c) Disclosure to Third Parties. Business Associate may disclose PHI to third parties, including its authorized Business Associates, only as necessary to perform functions, activities, or services for, or on behalf of Client and for which Client has engaged Business Associate, provided that:

(i) The disclosure is required by Law; or

(ii) Business Associate enters into an agreement with each third party that will have access to PHI that is received from, or is created or received by, Business Associate on behalf of Client that: (x) the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party; (y) the third party will notify Business Associate of any Reportable Event (as defined herein); and (z) the third party agrees in writing to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement.

(d) Proper Management and Administration. Subject to any other limitations in this Agreement, Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out any present or future legal responsibilities of Business Associate, provided such uses are permitted under the Privacy Rule.

(e) Minimum Necessary. Business Associate shall only request, use, or disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate shall limit requests, uses, and disclosure of PHI, to the extent practicable, to a Limited Data Set (as defined at 45 C.F.R. 164.514[e]), and in all other cases subject to the requirements of 45 C.F.R. 164.502(b), to the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(f) Other Permitted Uses. Business Associate may: (1) perform data aggregation for Client; and (2) de-identify PHI in accordance with 45 C.F.R. § 164.514(b)(2) and use or disclose (and permit others to use or disclose) de-identified information on a perpetual, unrestricted basis.

### 3. **Nondisclosure.**

(a) Disclosures Required by Law. Business Associate shall not, without the prior written consent of Client, disclose any PHI on the basis that such disclosure is Required by Law without notifying Client so that Client shall first have an opportunity to object to the disclosure and to seek appropriate relief. If Client objects to such disclosure, Business Associate shall refrain from disclosing the PHI until Client has exhausted all available remedies. Business Associate shall require that persons or entities receiving PHI in accordance with Section 2(c) hereof provide Business Associate with similar notice and opportunity to object before disclosing PHI on the basis that such disclosure is Required by Law.

(b) Additional Restrictions. If Client notifies Business Associate that a Covered Entity Client has agreed to be bound by additional restrictions on the use or disclosure of PHI pursuant to the Privacy Rule, Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

### 4. **Safeguards, Reporting, and Mitigation.**

(a) Privacy Safeguards. Business Associate shall comply with the Privacy Rule, and shall use all appropriate safeguards to prevent any use or disclosure of PHI other than as permitted by the terms of this Agreement.

(b) Security Safeguards for Electronic PHI. Business Associate shall comply with the Security Rule, including the requirements of 45 C.F.R. 164.308 (administrative safeguards), 45 C.F.R. 164.310 (physical safeguards), 45 C.F.R. 164.312 (technical safeguards) and 45 C.F.R. 164.316 (policies and procedures and documentation requirements). Pursuant to the foregoing requirements, Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Client or a Covered Entity Client.

(c) Reporting Requirements.

(i) Business Associate shall report to Client any Breach of Unsecured PHI and any other use or disclosure of PHI not permitted by this Agreement.

(ii) Business Associate shall also report to Client any Security Incident (as defined by the Security Rule) of which it becomes aware; provided however, the Parties agree that this section constitutes notice by Business Associate to Client of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice or report to Client shall be required.

(iii) As soon as practical but no later than five (5) days after Business Associate learns of the occurrence of any non-permitted use or disclosure of PHI, Security Incident or Breach of Unsecured PHI (collectively, a “**Reportable Event**”), Business Associate shall notify Client of such occurrence.

(iv) As soon as practical but no later than five (5) days of Business Associate notifying Client of any Reportable Event, Business Associate shall provide a written report to Client, unless despite all reasonable efforts by Business Associate to obtain the information required in subparagraphs 4(c)(iv)(a)-(g) below, circumstances beyond the control of Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Client the information contained in subparagraphs 4(c)(iv)(a)-(g) below as soon as possible and without unreasonable delay, but in no event later than thirty (30) days from the date of discovery of the Reportable Event. Consultant’s report shall:

(A) Identify the nature of the Reportable Event;

(B) Identify the date of the Reportable Event and the date of the discovery of such event, if known;

(C) Identify the PHI used or disclosed and the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Reportable Event;

(D) Identify who made the non-permitted use or received the non-permitted disclosure;

(E) Identify what corrective action Business Associate took or will take to prevent future similar Reportable Events.

(F) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and

(G) Provide such other information, including a written report, as Client may reasonably request.

(v) As between Client and Business Associate, Client shall have final authority to determine whether any Reportable Event is a Breach of Unsecured PHI, whether notification requirements under the Breach Notification Rule have been triggered, and the necessity for and content of any required notifications. Business Associate shall cooperate fully to assist Client in identifying individuals potentially affected by a Breach of Unsecured PHI, conducting the risk assessment required by the Breach Notification Rule, and providing any notifications required by the Regulations.

(d) Mitigation. Business Associate shall have procedures in place to mitigate, and shall cooperate with Client to mitigate, to the maximum extent practicable, any harm or damage resulting from the use or disclosure of PHI in violation of this Agreement or in violation of the Privacy Rule.

## **5. Access, Amendment, and Accounting of PHI.**

(a) Access to PHI. Within ten days of a request by Client for access to PHI about an individual contained in a Designated Record Set, Business Associate will make available to Client such PHI for so long as such information is maintained in the Designated Record Set. Business Associate will promptly forward to Client any direct requests for access to PHI. Covered Entity Clients will be solely responsible for approving or disapproving any such request for access to the PHI, and Business Associate will comply with Covered Entity Clients' directions regarding such requests. Notwithstanding the above, if Business Associate or its agents or subcontractors uses or maintains PHI in an electronic health record then within ten days of receipt of a request from Client, Business Associate shall make a copy of such PHI available to Client in an electronic format in order to enable Covered Entity Clients to fulfill their obligations under 45 C.F.R. 164.524(c)(2)(ii).

(b) Availability of PHI for Amendment. Within ten days of receipt of a request from Client for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate will provide such information to Client for amendment and incorporate any such amendments in the PHI, as required by 45 C.F.R. 164.526.

(c) Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and such information related to such disclosures as would be required for Covered Entity Clients or Client to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. Within ten days of notice by Client to Business Associate that a Covered Entity Client or Client has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate will make available to Client such information as is in Business Associate's possession and is required for a Covered Entity Client or Client to make the accounting required by 45 C.F.R. 164.528. In the event that the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days of such request forward it to Client in writing. It shall be Covered Entity Clients' responsibility to prepare and deliver any accounting requested. Business Associate

shall not disclose any PHI except as permitted by this Agreement. Business Associate shall continue to maintain the information required under this paragraph for a period of six (6) years after the applicable disclosure.

(d) Availability of Books and Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Client available to the Secretary of the United States Department of Health and Human Services for purposes of determining a Covered Entity Client's, Client's, and Business Associate's compliance with the Privacy and Security Rules.

## **6. Additional Prohibitions and Restrictions.**

(a) Prohibition on Sale of PHI. Business Associate shall not sell PHI as prohibited by 45 C.F.R. 164.502(a)(5)(ii) and 45 C.F.R. 164.508(a)(4).

(b) Marketing. Business Associate shall not use or disclose PHI in connection with any Marketing (as defined by 45 C.F.R. 164.501) that is prohibited by 45 C.F.R. 164.508(a)(3).

(c) Fundraising. Business Associate shall not use or disclose PHI in connection with any written Fundraising communication that is prohibited by 45 C.F.R. 164.514(f).

(d) Confidential Communications. Business Associate shall, if directed by Client, use alternative means or alternative locations when communicating PHI to an Individual based on the Individual's request for confidential communications in accordance with 45 C.F.R. 164.522, including but not limited to complying with all requests for restrictions as required under 45 C.F.R. 164.522(a)(1)(iii) and (vi).

## **7. Obligations of Client.**

(a) Notice of Limitations. Client will notify Business Associate of (i) any limitation(s) in a Covered Entity Client's notice of privacy practices in accordance with 45 C.F.R. 164.520; (ii) any changes in, or revocation of, permission by an individual to use PHI; and (iii) any restriction to the use or disclosure of PHI that a Covered Entity Client has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such limitation, change, revocation or restriction may affect Business Associate's use or disclosure of PHI.

(b) Permissible Requests by Client. Client will not request Business Associate to use or disclose PHI in any manner that is not permissible under the Privacy Rule if done by a Covered Entity Client or Client.

## **8. Term and Termination.**

(a) Term. This Agreement shall take effect upon the latest date on which the Agreement is signed by either party, and shall continue in effect until all of the PHI provided by Client to Business Associate, or created or received by Business Associate on behalf of Covered Entity Client or Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy PHI, until protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination Upon Breach. In addition to any other remedies available to Client at law or in equity:  
(i) Client may immediately terminate this Agreement and any agreement under which Business Associate's services have been engaged, if Client determines that Business Associate has breached a material term of this Agreement or has violated any provision of the Privacy and Security Rules.

(ii) Alternatively, Client may choose to provide Business Associate with written notice of the existence of the material breach or violation and afford Business Associate an opportunity to cure the same upon mutually agreeable terms; provided, however, that Business Associate must cure the breach or violation to the satisfaction of Client not later than thirty days after Client gives such notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination this Agreement and any agreement under which Business Associate's services have been engaged.

(iii) Notwithstanding Section 8(b)(i) and (ii), if Business Associate's cure of the breach or violation is not successful within the time provided above, and termination of this Agreement is not feasible in Client's sole discretion, Client may report Business Associate's breach or violation to the Secretary of the United States Department of Health and Human Services, and Business Associate agrees that it shall not have or make any claim, whether at law, in equity, under this Agreement, or otherwise, against Client with respect to such report.

(iv) If Business Associate knows of a pattern of activity or practice of Client that constitutes a material breach or violation of Client's duties and obligations under either this Agreement or the Privacy and Security Rules, Business Associate shall provide an opportunity for Client to cure the material breach or violation; provided however, if Client does not cure the material breach or violation to Business Associate's satisfaction within thirty days, Business Associate may terminate this Agreement, if feasible.

(c) Effect of Termination.

(i) Except as provided in paragraph 8(c)(ii) below, upon termination of this Agreement and/or any agreement under which Business Associate's services have been engaged, Business Associate shall either return to Client or destroy all existing PHI received or created from or on behalf of Client, including PHI in the possession of Business Associate's subcontractors or agents. Business Associate shall retain no copies of such PHI.

(ii) In the event that Business Associate determines it is not feasible to return or destroy PHI, Business Associate must notify Client of the conditions that make return or destruction infeasible and, in such event, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 9. General.

(a) Survival of Obligations. The obligations of the parties under this Agreement shall survive termination of Business Associate's services to Client and any agreement under which such services have been engaged.

(b) Equitable Remedies. Business Associate recognizes that irreparable injury may result to Client if Business Associate breaches any provision(s) of this Agreement. Business Associate agrees that if it should engage, or directly cause any other person or entity to engage, in any act in violation of any provision hereof, that Client will be entitled, in addition to such other remedies, damages and relief as may be available under applicable law. No failure or delay by Client in exercising any right, power or privilege under this Agreement shall operate as waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

(c) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

(d) Jurisdiction and Venue. Any action arising under or related to this Agreement shall be commenced in the Federal or State courts located or having jurisdiction in **Hidalgo County, Texas**. Each party hereto consents to the jurisdiction and venue of the foregoing courts.

(e) Notice Regarding Compelled Disclosure. If Business Associate is requested pursuant to, or believes it is required by, applicable law or regulation or by legal process to disclose any PHI, Business Associate will provide Client with prompt written notice of such request(s) to enable Client to control the response to such request(s) and, where appropriate, to seek an appropriate protective order or pursue other authorized procedures to challenge the attempt to compel disclosure. Business Associate will cooperate with Client in its efforts to challenge such compelled disclosure.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement, and supersedes all oral and written prior representations, agreements, and understandings relating to the subject matter, including any conflicting provisions of any prior or contemporaneous agreements between the parties.

(g) Waiver and Amendment. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provisions of this Agreement. This Agreement may not be amended, modified, supplemented, or rescinded except by a writing signed by both parties. Notwithstanding the forgoing, the parties agree that this Agreement shall be deemed amended without requiring further action by either party, as may be necessary from time to time for Client and Business Associate to comply with amendments, revisions, and additions to the Privacy and Security Rules.

(h) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

(i) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity Clients and Client to comply with the Privacy and Security Rules, and all other Federal and State laws.

(j) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer upon any person other than Client, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities.

**Matrix Quality Care, Inc. d/b/a Araya**

**McAllen Independent School District**

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

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

Name: Patrick McLaughlin

Name: Tony Forina

Title: President

Title: Board of Trustees, President

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

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

## **PRESCRIPTION DRUG SERVICES AGREEMENT ADDENDUM**

**THIS PRESCRIPTION DRUG SERVICES AGREEMENT ADDENDUM** (“Addendum”) is entered into between Matrix Quality Care, Inc. d/b/a Araya (“Araya”) and McAllen Independent School District (“Client”) (individually a “Party” and collectively the “Parties”).

**WHEREAS**, the Parties wish to supplement the terms of the Prescription Drug Services Agreement (“Agreement”) to authorize Araya to disclose Client data to other service providers of Client.

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

1. Client hereby directs Araya to disclose data, including without limitation protected health information as defined under the Health Insurance Portability and Accountability Act of 1996, to the following service providers of Client:

- 1.1.1.1. Valley Risk Consulting
- 1.1.1.2. BCBS Tx
- 1.1.1.3. ElectRx.

2. Client acknowledges and agrees that the termination of this Addendum or any limitation on the types of data to be disclosed hereunder shall not be effective until received in writing by Araya.

3. Either Party may terminate this Addendum immediately without cause by providing written notice to the other Party in accordance with the process for notice under the Agreement.

4. This Addendum shall supersede all prior agreements, oral or written, regarding the subject matter hereof. This Addendum is coterminous with the Agreement and shall automatically terminate upon termination of the Agreement. In the event either Party terminates this Addendum, the Agreement shall thereafter continue in full force and effect without regard to this Addendum

5. All of the terms and conditions of the Agreement other than those expressly modified herein shall remain in full force and effect and unmodified by this Addendum.

**IN WITNESS WHEREOF**, the undersigned have executed this Addendum to be effective upon the date executed by both Parties.

**Matrix Quality Care, Inc. d/b/a Araya**

By: \_\_\_\_\_  
Patrick McLaughlin, President

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

**McAllen Independent School District**

By: \_\_\_\_\_  
Tony Forina, Board of Trustees President

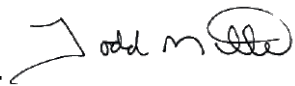
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**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

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

**SUPERVISOR:** 

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



192 \_\_\_\_\_  
**Superintendent of Schools** **Oct 20, 2022**

**JOB TITLE:** Assistant Director, Student Support Services

**JOB CODE:** TBD

**REPORTS TO:** Director Student Support Services

**PAY GRADE:** AE-06

**DEPARTMENT/CAMPUS:** Student Support Services

**DATE:** October 20, 2022

**WAGE/HOUR STATUS:** Exempt

**FUND/ DAYS:** 199 / 226

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**PRIMARY PURPOSE:**

To assist the Director of Student Support Services to efficiently and effectively manage district efforts in the areas of student discipline management, hearing and resolving student and parent complaints, Title IX issues and concerns, and the district open records request program as a minimum.

**QUALIFICATIONS:**

**Education/Certification:**

Bachelor's Degree (preferably in Sociology, Criminal Justice or education-related field), required

**Special Knowledge/Skills:**

Ability to communicate effectively (verbal and written)

Ability to mediate, problem solve, and resolve conflict

Ability to interpret policies, procedures, laws, and data

Ability to deliver effective training and disseminate information to a variety of audiences

Ability to demonstrate behavior that is professional, ethical, and responsible

Knowledge of laws, regulations, and policies related to student discipline and discipline-related programs

Excellent organizational, communication, and interpersonal skills

**Experience:**

Three (3) years of experience in working with children, parents, and/or community members, required

**MAJOR RESPONSIBILITIES AND DUTIES/ESSENTIAL FUNCTIONS:**

1. Assist the Director in monitoring all disciplinary functions to include Campus AEP's (High Schools), Instruction and Guidance Center, Elementary Alternative Education Program, Discretionary Alternative Education Program, and the Juvenile Justice Alternative Education Program to enhance student instruction.
2. Assist the Director in the preparation of the Student Code of Conduct and Discipline Management Plan.
3. Responsible for the informal student/parent/community complaint process for the district by working effectively with two (2) or more parties, and mediate any concerns brought forth by utilizing conflict resolution techniques to find a resolution to successfully resolve any disputed issue.
4. Responsible for the formal complaint procedures in accordance with LOCAL POLICY GF (Public Complaints) - filed by the community related to school district matters.
5. Responsible for the formal complaint procedures in accordance with LOCAL POLICY FNG (Student rights and responsibilities: Student and parent complaints/grievances).
6. Organize and develop reports and records of work-related functions (example: end of year reports) to be forwarded to administration.
7. Assist the Director to ensure compliance with federal, state, and local policies affecting student discipline, Title II, VI, VII and IX , and other federal and state statutes.

McAllen ISD Job Description  
Assistant Director, Student Support Services

8. Assist the Director in the execution of the duties and responsibilities related to Open Records Requests.
9. Assist the Director and Election's Administrator (Assistant Superintendent for Human Resources) for the district with elections-related activities. Ensure all requested and approved polling sites meet election standards.
10. Assist the Director in rezoning of school boundaries, to include preparation of boundary maps, presentations, gathering of information and participation in rezoning committees.
11. Assist the Director in providing staff development to school administrators on areas related to, but not limited to student discipline, bullying, complaint/grievance process and conducting investigations.
12. Assist the Director in executing, interpreting, enforcing and exercising significant discretion on Article 15.27 of the Texas Code of Criminal Procedures to appropriate campus personnel as required by Texas Law.
13. Keep the Director for Student Support Services informed regarding the status of all projects or initiatives undertaken and/or requests received internally or externally.
14. Communicate effectively with staff, parents and community.
15. Follow McAllen ISD customer service standards.
16. Perform other duties assigned by immediate supervisory (primary evaluator).

**SUPERVISORY RESPONSIBILITIES:**

None

**EQUIPMENT USED:**

Computer, copier, adding machine, fax machine, multimedia equipment

**WORKING CONDITIONS:**

**Mental Demands:**

Exhibit the ability to deal calmly with hostile personalities and situations; ability to communicate effectively (verbal and written); interpret policy, procedures, and data; maintain emotional control under stress.

**Physical Demands/Environmental Factors:**

Frequent prolonged and irregular hours, driving throughout the District, lifting objects between 25-50 pounds, occasional bending, standing, and kneeling.

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The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBJECT:** Discussion and Possible Action on the Resolution to the Board of Trustees Identifying Hazardous Traffic Conditions for the School Year 2022-2023.

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

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

Districts are required to report hazardous-area conditions within two-mile area that require transportation be provided for students. In accordance with the Texas Education Code §42.155(d), the board shall provide to the commissioner of education (1) a current definition of hazardous traffic conditions applicable to the district; and (2) identify specific hazardous traffic areas eligible for route service.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

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

**LEGAL REVIEW:**

None


**BUDGETARY CONSIDERATIONS:**

None.

**RECOMMENDED BOARD ACTION:**

Administration is recommending that the Board of Trustees Approve the Resolution Identifying Hazardous Traffic Conditions for the School Year 2022-2023.

**SUBMITTED BY:**   
Erica Flores (Oct 5, 2022 14:34 CDT)

**SUPERVISOR:**   
Alejandra Gonzalez (Oct 5, 2022 14:36 CDT)

For further information contact:  
Name: Erica Flores  
Office: 956-632-3211  
eMail: erica.flores@mcallenisd.net

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



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

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

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

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

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

1. *The blocks bounded by Peach Avenue, Ware Road, Bentsen Road and Business 83.*
2. *The blocks bounded by Uvalde Avenue, 23<sup>rd</sup> Street, El Rancho Road and 20<sup>th</sup> Street.*
3. *The blocks bounded by Ware Road, Neuhaus Drive, US Expressway 83 and Bentsen Road.*
4. *The blocks bounded by Avocet Avenue, Ware Road, Bentsen Road and Nolana Avenue.*
5. *The blocks bounded by Gull Avenue, Ware Road, Three Mile Line Road and 29<sup>th</sup> Street.*
6. *The blocks bounded by Gull Avenue, Nolana Avenue, 23<sup>rd</sup> Street and 29<sup>th</sup> Street.*
7. *The blocks bounded by Camellia Avenue, 23<sup>rd</sup> Street, Pecan Avenue and Bicentennial Boulevard.*
8. *The blocks bounded by Pecan Avenue, Bicentennial Boulevard, Kendlewood Avenue and 10<sup>th</sup> Street.*
9. *The blocks bounded by US Expressway 83, 23<sup>rd</sup> Street, Uvalde Avenue and Bicentennial Boulevard.*
10. *The blocks bounded by 10<sup>th</sup> Street, Bicentennial Boulevard, Business 83 and Wichita Avenue.*
11. *The blocks bounded by US Expressway 83, 10<sup>th</sup> Street, Jackson Road and Military Highway.*
12. *The blocks bounded by 10<sup>th</sup> Street, Business 83, US Expressway 83 and Jackson Avenue.*
13. *The blocks bounded by Bentsen Road, Auburn Avenue, Ware Road and Dove Avenue.*
14. *The blocks bounded by Ware Road, 33<sup>rd</sup> Street, Auburn Avenue and Lark Avenue.*
15. *The blocks bounded by 29<sup>th</sup> Street, 23<sup>rd</sup> Street, Lark Avenue and Auburn Avenue.*
16. *The blocks bounded by Colonel Rowe Boulevard, Nolana Avenue, 10<sup>th</sup> Street and Five Mile Line Road.*
17. *The blocks bounded by Colonel Rowe Boulevard, Trenton Avenue, Five Mile Line Road and Cynthia Avenue.*
18. *The blocks bounded by Hawk Avenue, Colonel Rowe Boulevard, McColl Road and Nolana Avenue.*
19. *The blocks bounded by Ware Road, Military Highway, Bentsen Road and Yuma Avenue.*
20. *The blocks bounded by Olga Avenue, Ware Road, Balboa Avenue and 33<sup>rd</sup> Street.*
21. *The blocks bounded by Military Highway, Ware Road, 23<sup>rd</sup> Street and Acapulco Avenue.*
22. *The blocks bounded by 23<sup>rd</sup> Street, Military Highway, Acapulco Avenue and 10<sup>th</sup> Street.*
23. *The blocks bounded by Colonel Rowe Boulevard, Fern Avenue, McColl Road and Business 83.*
24. *The blocks bounded by Nolana Avenue, 23<sup>rd</sup> Street, Bentsen Road and Vine Avenue.*
25. *The blocks bounded by Ware Road, Hibiscus Avenue, 23<sup>rd</sup> Street and Nolana Avenue.*
26. *The blocks bounded by Bicentennial Boulevard, 23<sup>rd</sup> Street, Camellia Avenue and Dove Avenue.*
27. *The blocks bounded by Nolana Avenue, Bicentennial Boulevard, Dove Avenue and 10<sup>th</sup> Street.*
28. *The blocks bounded by 10<sup>th</sup> Street, Nolana Avenue, Fern Avenue and McColl Road.*
29. *The blocks bounded by Bentsen Road, 10<sup>th</sup> Street, Auburn Avenue and Oxford Avenue.*
30. *The blocks bounded by Auburn Avenue, 23<sup>rd</sup> Street, Trenton Avenue and 10<sup>th</sup> Street.*
31. *The blocks bounded by 23<sup>rd</sup> Street, 17<sup>th</sup> Street, Trenton Avenue and Dove Avenue.*
32. *The blocks bounded by 23<sup>rd</sup> Street, US Expressway 83, Bicentennial Boulevard and Business 83.*
33. *The blocks bounded by Ware Road, Bentsen Road, Business 83 and US Expressway 83.*
34. *The blocks bounded by 29<sup>th</sup> Street, Ware Road, Business 83 and US Expressway 83.*
35. *The blocks bounded by Ware Road, Augusta Avenue, Elmira Avenue and 26<sup>th</sup> Street.*
36. *The blocks bounded by 27<sup>th</sup> Street, Elmira Avenue, 33<sup>rd</sup> Street and Olga Avenue.*

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

READ, CONSIDERED, PASSED, APPROVED AND ADOPTED THIS THE 24th DAY OF October, 2022.

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
 Tony Forina, President  
 Board of Trustees  
 McAllen Independent School District

ATTEST:

By: \_\_\_\_\_  
 Marco Suarez, Secretary  
 Board of Trustees  
 McAllen Independent School District

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



Description	A	B	C		D	E	
	Original Budget	Revised Budget 08/31/2022	Budget Amendments Under Consideration		Revisions	Transfers	Revised Budget 09/30/2022
<b>Unaudited Fund Balance</b>	<b>150,007,947</b>	<b>150,007,947</b>					<b>150,007,947</b>
Revenues:							
Local:							
Property Taxes	84,847,227	84,847,227					84,847,227
Interest Income	449,000	449,000					449,000
Other Local Income	2,558,363	2,577,801	24,796				2,602,597
State:	122,747,887	122,747,887					122,747,887
Federal:	24,168,809	24,168,809	470,102				24,638,911
Other Sources:	0	35,273	22,676				57,949
<b>Total Revenues</b>	<b>234,771,286</b>	<b>234,825,997</b>	<b>517,574</b>	<b>0</b>			<b>235,343,571</b>
Expenditures:							
11 Instruction	111,529,775	112,172,965	232,170	241,416			112,646,551
12 Inst. Res. & Media Services	3,439,107	3,452,538		(80)			3,452,458
13 Curriculum Dev. & Inst. Staff Dev.	4,485,953	4,519,928	50,000	(53,957)			4,515,971
21 Inst. Leadership	3,232,831	3,291,018	300,498	(63,639)			3,527,877
23 School Leadership	13,078,246	13,087,325		10,853			13,098,178
31 Guid., Counseling & Eval. Ser.	9,892,119	9,878,948	50,000	(126,312)			9,802,636
32 Social Work Services	1,938,730	1,940,262		2,706			1,942,968
33 Health Services	3,011,681	3,014,152		22,415			3,036,567
34 Student (Pupil) Trans.	4,394,173	4,984,764	62,500	1,000			5,048,264
35 Food Services	19,375,000	19,491,121	1,238,780	233			20,730,134
36 Curricular/Extracurricular Act.	11,106,630	11,724,535	250,893	16,072			11,991,500
41 General Administration	7,751,869	8,063,313	90,569	2,500			8,156,382
51 Plant Maint. & Operations	26,638,858	21,597,063	1,800,341	(1,096,874)			22,300,530
52 Security and Monitoring Serv.	4,787,045	5,760,283	1,784,250	12,697			7,557,230
53 Data Processing Services	4,866,183	5,562,095	394,950	148,547			6,105,592
61 Community Services	110,373	111,373	310	1,750			113,433
71 Debt Service	6,265,094	5,912,711		(248,619)			5,664,092
81 Fac. Acquisition & Const.	21,022,428	26,418,223	(138,460)	1,129,292			27,409,055
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000					40,000
99 Other Intergovernmental Charges	965,919	965,919					965,919
Other Uses	12,500,000	12,500,000					12,500,000
<b>Total Expenditures</b>	<b>270,432,014</b>	<b>274,488,536</b>	<b>6,116,801</b>	<b>0</b>			<b>280,605,337</b>
		200					
<b>Preliminary Ending Fund Balance</b>	<b>114,347,219</b>	<b>110,345,408</b>	<b>(5,599,227)</b>	<b>0</b>			<b>104,746,181</b>

**GENERAL FUND**  
**Revisions**

**REVENUES:**

<b>Local</b>			
<b>Other Local Income</b>	- Carry Forward Donations from 2021-2022 for Fund 184 Fine Arts	\$ 6,419	
	- Carry Forward Donations from 2021-2022 for Fund 199 General Fund	<u>18,377</u>	\$ 24,796
<b>Federal</b>			
	- Supply Chain Assistance Grant for Fund 101 Food Service	\$ 129,043	
	- Fresh Fruit and Vegetable Grant for Fund 103 Food Service	141,059	
	- Funding for CDBG Grant from the City of McAllen for Escandon Elementary All-Inclusive Playground	<u>200,000</u>	470,102
<b>Other Sources</b>			
	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Cheer and Dance Stipend at Sanchez Elementary School	\$ 1,500	
	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Canopy, Library Reading Materials, Laminating Machine and Stand at Rayburn Elementary	<u>21,176</u>	22,676
<b>Grand Total</b>			<u><u>\$ 517,574</u></u>

**EXPENDITURES:**

Function 11	- Increase for Library Reading Materials, Laminating Machine and Stand for Rayburn Elementary	\$ 4,772	
	- Transfer from Fund Balance for Fund 162 Career Technical Education - Interactive Boards	225,398	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Aviation Program Med Exams	<u>2,000</u>	232,170
Function 13	- Transfer from Fund Balance for Fund 157 Dyslexia for Employee Travel to International Dyslexia Conference	<u>\$ 50,000</u>	50,000
Function 21	- Increase to Supplies-High Pilferage from 2021-2022 Carry Forward Donation for Fund 199 General Fund	\$ 498	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Gifted and Talented Additional Funding	<u>300,000</u>	300,498
Function 31	- Transfer from Assigned Fund Balance for Fund 199 General Fund - TSI Testing	<u>\$ 50,000</u>	50,000
Function 34	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Fuel Costs for Transportation Department	<u>\$ 62,500</u>	62,500
Function 35	- Increase to Food for Supply Chain Assistance Grant for Fund 101 Food Service	\$ 129,043	
	- Increase to Food for Fresh Fruit and Vegetable Grant for Fund 103 Food Service	141,059	
	- Transfer from Fund Balance for Fund 101 Food Service - 2021-2022 Carry Forward Purchase Orders for Kitchen Equipment	<u>968,678</u>	1,238,780
Function 36	- Increase to Supplies, Miscellaneous Contracted Services and Student Travel from 2021-2022 Carry Forward Donations for Fund 184 Fine Arts	\$ 6,419	
	- Increase for Cheer and Dance Stipends for Sanchez Elementary	1,500	
	- Transfer from Assigned Fund Balance for Fund 184 Fine Arts - Stage Curtains, High School Band Instrument Replacement, Middle School Choir Risers and Stipends	<u>242,974</u>	250,893
Function 41	- Increase to Miscellaneous Operating Cost and Supplies from 2021-2022 Carry Forward Donations for Fund 199 General Fund	\$ 17,569	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Election Costs, Online Travel Program and Property Appraisal Project	<u>73,000</u>	90,569
Function 51	- Increase for CDBG Grant For Escandon Elementary All-Inclusive Playground	\$ 200,000	
	- Transfer from Fund Balance for Fund 162 Career Technical Education -Agricultural Learning Center Surveillance Cameras	54,341	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Memorial Press Box	63,500	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Vehicles and Fuel Costs for Facilities, Maintenance and Operations Department	162,500	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Intercom Replacements	<u>1,320,000</u>	1,800,341

**GENERAL FUND  
Revisions**

Function 52	<ul style="list-style-type: none"> <li>- Transfer from Assigned Fund Balance for Fund 199 General Fund - Fuel Costs for Police Department</li> <li>- Transfer from Assigned Fund Balance for Fund 199 General Fund - Security Camera Replacements for all High Schools</li> </ul>	<ul style="list-style-type: none"> <li>\$ 8,000</li> <li><u>1,776,250</u></li> </ul>	<ul style="list-style-type: none"> <li></li> <li>1,784,250</li> </ul>
Function 53	<ul style="list-style-type: none"> <li>- Transfer from Assigned Fund Balance for Fund 199 General Fund - Software Renewals and Foremost Contract for Technology Department</li> </ul>	<ul style="list-style-type: none"> <li>\$ <u>394,950</u></li> </ul>	<ul style="list-style-type: none"> <li></li> <li>394,950</li> </ul>
Function 61	<ul style="list-style-type: none"> <li>- Increase to Miscellaneous Operating Cost and Supplies from 2021-2022 Carry Forward Donation for Fund 199 General Fund</li> </ul>	<ul style="list-style-type: none"> <li>\$ <u>310</u></li> </ul>	<ul style="list-style-type: none"> <li></li> <li>310</li> </ul>
Function 81	<ul style="list-style-type: none"> <li>- Increase for Canopy for Rayburn Elementary</li> <li>- Budget to Actual Adjustment to Fund 194 ESSER II Local Carryforward Balance from 2021-2022</li> <li>- Transfer from Assigned Fund Balance for Fund 199 General Fund - Memorial Press Box</li> </ul>	<ul style="list-style-type: none"> <li>\$ 16,404</li> <li>(227,864)</li> <li><u>73,000</u></li> </ul>	<ul style="list-style-type: none"> <li></li> <li></li> <li>(138,460)</li> </ul>
Grand Total		<ul style="list-style-type: none"> <li><u>\$ 6,116,801</u></li> </ul>	

Description	A	B	Budget Amendments Under Consideration		D
	Original Budget	Revised Budget 08/31/2022	Revisions	Transfers	Revised Budget 09/30/2022
<b>Unaudited Fund Balance</b>	<b>14,692,020</b>	<b>14,692,020</b>			<b>14,692,020</b>
Revenues:					
Local					
Other Local Income	1,000,000	1,000,000			1,000,000
Other Sources	12,500,000	12,500,000			12,500,000
<b>Total Revenues</b>	<b>13,500,000</b>	<b>13,500,000</b>	<b>0</b>	<b>0</b>	<b>13,500,000</b>
Expenditures:					
51 Plant Maint. & Operations	356,000	396,556	92,813	(18,191)	471,178
81 Fac. Acquisition & Const.	22,280,181	22,239,625	5,433,170	18,191	27,690,986
<b>Total Expenditures</b>	<b>22,636,181</b>	<b>22,636,181</b>	<b>5,525,983</b>	<b>0</b>	<b>28,162,164</b>
<b>Preliminary Ending Fund Balance</b>	<b>5,555,839</b>	<b>5,555,839</b>	<b>(5,525,983)</b>	<b>0</b>	<b>29,856</b>

CAPITAL PROJECTS FUND  
Revisions

REVENUES:

Grand Total \$ -

EXPENDITURES:

Function 51	- Carry Forward Purchase Orders from 2021-2022 for Fund 620 MTN 2020 - Intercom Replacements and HVAC	<u>\$ 92,813</u>	92,813
Function 81	- Carry Forward Purchase Orders from 2021-2022 for Fund 619 MISD MTN 2020 - Pressbox and Culinary Arts	\$ 831,204	
	- Carry Forward Purchase Orders from 2021-2022 for Fund 620 MTN 2020 - Roof Repairs, HVAC, Paving, Fire Alarms, Security Cameras and Restroom	3,162,761	
	- Carry Forward Purchase Orders from 2021-2022 for Fund 698 MISD Capital Projects - Pressbox, Culinary Arts and Agricultural Learning Center	<u>1,439,205</u>	
			5,433,170

Grand Total \$ 5,525,983

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** October 24, 2022

**SUBJECT:** Discussion and Possible Action to Approve Board of Education Meeting Minutes

**REFERENCE:** N/A

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After 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):

- Special Board Meeting    September 19, 2022    7:00 P.M.
- Special Board Meeting    September 26, 2022    4:00 P.M.
- Special Board Meeting    October 3, 2022        5:30 P.M.
- Safety and Security Committee Meeting    October 7, 2022        9:30 A.M.
- Special Board Meeting    October 12, 2022       3:00 P.M.

**SUBMITTED BY:** Natalia Goza

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

For further information contact:

Name: Natalia Goza

Office: 956-618-6094

eMail: natalie.goza@mcallsisd.net

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



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