Agenda of Regular Meeting

The Board of Trustees
McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, September 25, 2023, 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. **SUPERINTENDENT'S REPORT(S)**
   A) Go Gold - National Childhood Cancer Awareness

      Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

   B) McAllen Kids Marathon Kick-off Celebration

      Presenter: Dr. Rosalba De Hoyos, Interim Superintendent
6. **RECOGNITION(S)**
   A) Recognition of Texas Governor, Greg Abbott's Proclamation Regarding Dyslexia Awareness Month 7
      Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

      Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

   B) Recognition of McAllen Independent School District - U. S. News and World Report Best High Schools 2023 9
      Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

      Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

7. **PROCLAMATION(S)**

A) Discussion and Possible Action to Adopt the Proclamation Regarding Down Syndrome Awareness Month 10
Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

8. **DONATION(S)**

A) Recognition of Donation of Lysol Products from "Kids in Need Foundation" 12
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

9. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action of the 2023-2024 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers 14
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

B) Discussion and Possible Action on the Resolution to the Board of Trustees Identifying Hazardous Traffic Conditions for the School Year 2023-2024 18
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

C) Discussion and Possible Action on Final Payment to JSJ Security and Fire Inc. dba SafeGuard Security & Fire on Contract No. 2021-189 for Location 1 - Castaneda Elementary School and Location 2 - Navarro Elementary School Fire Alarm Upgrade(s) 21
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

D) Discussion and Possible Action on Final Payment to JSJ Security and Fire Inc. dba SafeGuard Security & Fire on Contract No. 2021-190 for Location 1 - Travis Middle School and Location 2 - Crockett Elementary School Fire Alarm Upgrade(s) 76
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

E) Discussion and Possible Action on Final Payment to GST Construction, Inc. on Contract No. 2024-055 Paving Improvements for McAllen High School Service Drive and Woodrow Wilson Elementary School 380
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

F) Discussion and Possible Action on Final Payment to Hellas Construction Inc. on Contract No. 2022-189 McAllen High School Synthetic Football Field and Track and Field Improvements 385
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

G) Discussion and Possible Action on Final Payment to Noble Texas Builders on Contract No. 2023-057 Kitchen Renovations for Leonel H. Gonzalez Elementary School and Andrew Jackson Elementary School 393
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

10. **INSTRUCTION, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

A) **Instruction Item(s)** (Maribelle Elizondo)

1. Discussion and Possible Action of Request for Maximum Class Size Waiver Application for 2023-2024 447
Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

2. Discussion and Possible Action on Memorandum of Understanding No. 2024-137 Workforce Continuing Education Certificates with South Texas College 449
Item Submitted: Maribelle Elizondo, Interim Assistant Superintendent for Instruction

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

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

1. Discussion and Possible Action on Request for Proposal No. 2024-1003 Personal Importation Mail Order Prescription Program and Agreement No. 2024-165 Personal Importation Program with Elect Rx and Health Solutions through RFP 2024-1003 454
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

2. Discussion and Possible Action on Interlocal Agreement No. 2024-175 Special Election Services with Hidalgo County 600
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

3. Discussion and Possible Action of the Texas Association of School Board (TASB) Localized Policy Manual Update 121 (Second Reading) 611
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

4. Discussion of the Texas Association of School Board (TASB) Localized Policy Manual Update 121 for Policies CVA (Local) and CVB (Local) - First Reading 1126
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

5. Discussion and Possible Action on Stipend for Instructional Coach-Science Interventionist (K-5) 1132
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

6. Discussion and Possible Action on Service Agreement No. 2024-187 Texas Association of School Boards, Inc. (TASB) 1134
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

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

1. Discussion and Possible Action on First Amendment to Agreement No. 2023-140 McAllen High School Tennis Court Facilities Use Agreement with South Texas College 1135
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

2. Discussion and Possible Action on Real Estate Sales Contract No. 2023-170 Boys & Girls Club of McAllen, Inc. – James Bonham Elementary School 1141
Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

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

1. Report Regarding Taxes Collected for August 2023 1178
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

2. Report Regarding the Monthly Financials and Quarterly Investment Report for June 2023 1180
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

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

1. Approval of Board of Education Meeting Minutes 1237

a) School Safety and Security Committee Meeting - September 11, 2023 3:00 PM

b) Board Workshop - September 11, 2023 4:00 PM

c) Regular Board Meeting - September 11, 2023 5:00 PM

d) Special Board Meeting September 18, 2023 4:00 PM

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

A) Discussion of Human Resources Recommendation(s) for School Year 2023-2024

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

C) Discussion of Recommendation for the Principal at James Nikki Rowe High School
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

D) Discussion Regarding School Safety and Security

E) Pending and/or Potential Litigation

F) Possible Real Estate Acquisition

12. **RECONVENE IN OPEN SESSION**

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

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2023-2024 — 1238
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024 — 1239
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

C) Discussion and Possible Action on Recommendation for the Principal at James Nikki Rowe High School — 1240
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. Rosalba De Hoyos, Interim Superintendent

D) Discussion Regarding School Safety and Security

E) Pending and/or Potential Litigation

F) Possible Real Estate Acquisition

14. **SCHEDULE OF FUTURE MEETINGS**

A) Board Workshop September 27, 2023 12:00 PM South Texas College, Office of the President Conference Room

B) Special Board Meeting - October 2, 2023 - 4:00 PM Dr. Ricardo Chapa Board Room/Administration Building (Tentative)

C) Special Board Meeting - October 6, 2023 - 4:00 PM Dr. Ricardo Chapa Board Room/Administration Building (Tentative)

1. Special Board Meeting - October 5, 2023 - 12:00 PM Dr. Ricardo Chapa Board Room/Administration Building

D) Regular Board Meeting October 16, 2023 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

E) Special Board Meeting - October 27, 2023 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building (Tentative)

F) Regular Board Meeting October 30, 2023 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

G) Regular Board Meeting November 13, 2023 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

15. **ADJOURNMENT**

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

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

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on September 22, 2023, at 3:00 P.M.
Natalia Goza
on behalf of the Board of Trustees

BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT

Meeting Date (Recommended): September 25, 2023

Title of Recognition: Recognition of Texas Governor, Greg Abbott's Proclamation Regarding Dyslexia Awareness Month

Person(s) Being Recognized (include names & description i.e student at X High School):
Dr. Pablo Perez Elementary
Teacher: - Ms. Marisela Perez and Mrs. Deborah Lopez
Students: - Nicolas Cuesta

Theodore Roosevelt Elementary
Teacher: - Bianca Castro and Denise Rodriguez
Student: - Jacob Ojeda

Reason for Recognition:
Dyslexia is one of the most common learning disabilities affecting students. This lifelong disorder can be a detriment to a child's education or an adult's professional development by inhibiting interpretation of spoken and written language. With proper diagnosis, individuals can be taught appropriate, systematic and structured methods of learning that enable them to excel in their school and work environments. The dedication and understanding of family, teachers, and coworkers can greatly help those with dyslexia achieve success. To raise awareness of this learning disability, October has been designated Dyslexia Awareness Month. It is vital to communicate the importance of an early diagnosis and to provide the necessary assistance and guidance to those affected by dyslexia. At this time, I encourage all to learn more about dyslexia. We must also recognize the efforts of parents, teachers and other professionals who assist individuals with dyslexia. Their success helps create a stronger citizen.

Please note any items that will be presented:
State of Texas Proclamation.

Photographer Requested: Yes **Attachment:** ☐

AV needs:

Name of Presenter: Salvador Flores
Phone: 956-661-6882
eMail: salvador.flores@mcallenisd.net

Approved for Recognition: Rosalba De Hoyos
Interim Superintendent Sep 21, 2023

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.

STATE OF TEXAS
OFFICE OF THE GOVERNOR

Dyslexia is one of the most common learning disabilities, impacting approximately 1 in 5 Americans, and it is marked by difficulty interpreting spoken or written language. While research has produced helpful practices to combat dyslexia, early detection and therapies are essential to decreasing dyslexia's negative effects on educational and professional development.

In Texas, we know that it is not our challenges that define us, but rather how we rise above them. Each year, the month of October is dedicated as Dyslexia Awareness Month to raise awareness of the challenges and contributions of Texans affected by dyslexia. By advocating for and supporting these Texans, we can improve the rate of early diagnosis and offer greater access to appropriate tools.

At this time, I encourage all Texans to learn more about dyslexia and recognize the crucial support that parents, teachers, and other professionals provide to those with this learning disability. Together, we can build a better future for Texans with dyslexia, who will continue to contribute to the Lone Star State.

Therefore, I, Greg Abbott, Governor of Texas, do hereby proclaim October 2023 to be

Dyslexia Awareness Month

in Texas and urge all Texans to observe the occasion with appropriate ceremonies and activities.

In testimony whereof, I have hereunto affixed my signature this 12th day of September, 2023.

Greg Abbott
Governor of Texas

BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT

Meeting Date (Recommended): September 25, 2023

Title of Recognition: Recognition of McAllen Independent School District - U. S. News and World Report Best High School's 2023

Person(s) Being Recognized (include names & description i.e student at X High School):
Senior Class Presidents and Student Council Presidents along with Campus Principals for McAllen High School; McAllen Memorial High School; James "Nikki" Rowe High School ; and Achieve Early College High School.

Reason for Recognition:
The U.S. News Best High Schools rankings include data on nearly 25,000 public high schools in 50 states and the District of Columbia. 17,680 schools were ranked on six factors based on their performance on state assessments and how well they prepare students for college. A great high school educates all students from different social and economic backgrounds, exposing them to challenging coursework on the path to graduation. The highest ranked U.S. public schools in U.S. News & World Report's 2023-2024 Best High Schools rankings are those whose students demonstrated outstanding outcomes above expectations in math, reading and science state assessments, earned qualifying scores in an array of AP and IB exams, and graduated in high proportions. Four McAllen high schools ranked in the top 21% of the Nation, with Achieve in the top 1%, McAllen Memorial in the top 15%, James "Nikki" Rowe High School in the top 18% and McAllen High School in the top 21% in the Nation. We have present today, the Student Body President and Senior Class President, for the four high schools and their principals.

Please note any items that will be presented: Plaque and banner.

Photographer Requested: Yes

AV needs:

Name of Presenter: Karen Nitsch
Phone: 956-618-6059
eMail: karen.nitsch@mcallenisd.net

Approved for Recognition: Rosalba De Hoyos
Superintendent Sep 20, 2023

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: September 25, 2023

SUBJECT: Discussion and Possible Action to Adopt the Proclamation Regarding Down Syndrome Awareness Month

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
October (2023) is Down Syndrome Awareness Month. This gives us an opportunity to recognize those with Down Syndrome and the efforts of the Special Education Department. Approximately 1 in every 700 babies in the United States is born with Down Syndrome, making it the most common chromosomal condition. Down Syndrome Awareness Month is a chance to broaden awareness as well as celebrate people with Down Syndrome and their abilities and accomplishments. By dedicating October as Down Syndrome Awareness month, we are able to make others aware of the wonderful abilities those with down syndrome have and the amazing accomplishments they achieve. Please join us in dedicating this month to celebrate our student's accomplishments and achievements.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: N/A

LEGAL REVIEW:
None required.

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
That the Board of Trustees adopt the Proclamation Regarding Down Syndrome Awareness Month.

SUBMITTED BY: MARIA ACOSTA (Sep 15, 2023 16:16 CDT)

SUPERVISOR: Maribelle Elizondo (Sep 18, 2023 15:17 CDT)

For further information contact:
Name: Dr. Maria Acosta
Office: (956) 632-3285
eMail: maria.acosta@mcallenisd.net

Approved for presentation to the Board of Education:

10

Superintendent of Schools Sep 15, 2023

McALLEN ISD

Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District

Whereas, approximately one in every 800 children are born with Down Syndrome, representing approximately 5,000 births per year in the United States. Research and early intervention have resulted in dramatic improvements in the lifespan and potential; and

Whereas, people with Down Syndrome possess a wide range of abilities, and are active participants in educational, occupational, social, and recreational circles of the community; and

Whereas, McAllen ISD has supported families who have children with disabilities, and special healthcare needs and desires to increase the support network and support groups of those with Down Syndrome across our state.

Now Therefore, I, Sam Saldivar Jr., Vice-President, Board of Trustees of the McAllen Independent School District, do hereby proclaim the month of October 2023 as

"Down Syndrome Awareness Month"

I call upon all residents and public schools to join in celebration of the many achievements of people with disabilities and their continual contribution to our community and schools.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 25th day of September 2023.

_____
Sam Saldivar Jr., Vice-President, Board of Trustees McAllen Independent School District

Attest:

_____
Sofia Peña, Secretary, Board of Trustees
McAllen Independent School District

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Recognition of Donation of Lysol Wipes from "Kids in Need Foundation"

REFERENCE: Goal 1: Financial Priorities Strategy 5: Partnerships with Business/Civic/Education

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In accordance with Board Policy CDC (Local), " the Board of Trustees delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District's use for a specific purpose, or any gift or real property, shall require Board approval."

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

"Kids in Need Foundation", would like to donate Lysol wipes valued at $55,000 to McAllen ISD.

LEGAL REVIEW:

None Required

BUDGETARY CONSIDERATIONS:

The Donation has a value of $55,000.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trusteed approve the Donation of Lysol wipes from "Kids in Need Foundation".

SUBMITTED BY: Elizabeth Gonzalez

SUPERVISOR:_____

For further information contact:
Name: Elizabeth Gonzalez
Office: (956) 688-5445
eMail: elizabeth.gonzalez@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Superintendent of Schools

McAllen ISD Donation Form

See consideration guidelines on previous page.

SECTION I:

Solicited [ ] Unsolicited [X] Does donation alter facilities? NO

Describe Property (Include mfg./model) or Cash Amount	Serial # (If applicable)	Quantity	Per Unit Value*	Total Amount
14 pallets Lysol products		14 pallets	$3927/p	$55,000

*Appraised Market Value. *Additional page can be added as needed.*

Please indicate specific purpose or instruction, if any: To be distributed to staff for use in classroom + school spaces

Proposed installation method or source donated by: KIDS IN NEED Foundation

Print Name of Donor: Kids In Need Foundation

Print Donor's Address, City, State, Zip: 2719 Patton Rd. Roseville, MN 55113

Donor Signature

6 September 2023
Date

SECTION II:

Department	Accepted	Rejected	Dept. Director Signature	Date
Department of Technology	[ ]	[ ]		
Department of Digital Learning and Libraries	[ ]	[ ]		
Facilities, Maintenance & Operations	[ ]	[ ]		
Child Nutrition	[ ]	[ ]		
Athletics	[ ]	[ ]		
Fine Arts	[ ]	[ ]		
Fixed Assets	[ ]	[ ]		

Rationale: _____

Special Requirements: _____

SECTION III: Final Acceptance (Required)

Signature of McAllen ISD Administrator/Campus Principal: _____

Department/Campus: _____

Signature of Superintendent or Designee (if applicable): Elizabeth Gonzalez

Date: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action of the 2023-2024 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Board Policy DNA(LOCAL) and (LEGAL) -Performance Appraisal: Evaluation of Teachers Chapter 150. Commissioner's Rules Concerning Educator Appraisal Sub-chapter AA. Teacher Appraisal Texas Education Code, 21.351.356. Under the existing T-TESS guidelines, the District Board of Trustees is required to approve annually the list of certified teacher appraisers.

Please note that the names of additional T-TESS appraisers will be forwarded to the Board of Trustees for approval as they become certified during the 2023-2024 school year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The T-TESS support system currently in place includes, but is not limited to TEA, SBEC, TASB, Region I and Region XIII. Required materials and training have been budgeted within the Division of Curriculum and Instruction. The teacher appraisers have been verified by Human Resources and identified under separate cover.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: Budgeted

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the 2023-2024 list of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers.

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Todd M Miller
Sep 19, 2023

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools
Sep 19, 2023

Last Name	First Name	Role	Status	Campus	Certification Year
Garcia	**Jaime**	**Assistant School Administrator**	**Certfied**	**McAuliffe ES**	**2023-2024**
Pena	**Jo**	**Assistant School Administrator**	**Certfied**	**McAllen HS**	**2023-2024**
Ramirez	**Leonel**	**Assistant School Administrator**	**Certified**	**Special Education**	**2023-2024**
Friedlein-Garcia	Katherine	Assistant School Administrator	Certified	AECHS	2023-2024
Saenz	Sandra	Assistant School Administrator	Certified	AECHS	2023-2024
Carmona	Miguel	School Administrator	Certified	AECHS	2023-2024
Leo	Melissa	Assistant School Administrator	Certified	Alvarez ES	2023-2024
Lara	Melissa	School Administrator	Certified	Alvarez ES	2023-2024
Alvarado	Cristina	Assistant School Administrator	Certified	Brown MS	2023-2024
Gutierrez	Alfredo	School Administrator	Certified	Brown MS	2023-2024
Hernandez	Carlos	Assistant School Administrator	Certified	Castaneda ES	2023-2024
Rodriguez	Jessica	School Administrator	Certified	Castaneda ES	2023-2024
Hinojosa	Lisette	Assistant School Administrator	Certified	Cathey MS	2023-2024
Zavala	Justin	Assistant School Administrator	Certified	Cathey MS	2023-2024
Herrera	Miguel	School Administrator	Certified	Cathey MS	2023-2024
Alaniz	Kimberly	Assistant School Administrator	Certified	DeLeon MS	2023-2024
Skretta	Marla	Assistant School Administrator	Certified	DeLeon MS	2023-2024
Alaniz Jr.	Ignacio	School Administrator	Certified	DeLeon MS	2023-2024
Guerra	Veronica	Assistant School Administrator	Certified	Escandon ES	2023-2024
Rodriguez	Karla	School Administrator	Certified	Escandon ES	2023-2024
Ramirez	Marisa	Assistant School Administrator	Certified	Fields ES	2023-2024
Trdla	Teresa	School Administrator	Certified	Fields ES	2023-2024
Trevino	Nora	Assistant School Administrator	Certified	Fossum MS	2023-2024
Camacho	Consuelo	School Administrator	Certified	Fossum MS	2023-2024
Evans	Aida	School Administrator	Certified	Fossum MS	2023-2024
Lopez	April	Assistant School Administrator	Certified	Garza ES	2023-2024
Valenzuela	Nancy	School Administrator	Certified	Garza ES	2023-2024
Alaniz Lopez	Jennifer	Assistant School Administrator	Certified	Gonzalez ES	2023-2024
Hernandez	Christina	School Administrator	Certified	Gonzalez ES	2023-2024
Villanueva	Rachel	Assistant School Administrator	Certified	Hendricks ES	2023-2024
Garza	Monica	School Administrator	Certified	Hendricks ES	2023-2024

Cardoza	Ernesto	Assistant School Administrator	Certified	Houston ES	2023-2024
Lowe	Jessica	School Administrator	Certified	Houston ES	2023-2024
Tamez	Richard	Assistant School Administrator	Certified	I & G Center	2023-2024
Gutierrez	Fernando	School Administrator	Certified	I & G Center	2023-2024
Flores	Ana Lisa	Assistant School Administrator	Certified	Jackson ES	2023-2024
Salinas	Erika	School Administrator	Certified	Jackson ES	2023-2024
Sanchez	Nora	Assistant School Administrator	Certified	Lamar Academy	2023-2024
Nino	Jeanette	School Administrator	Certified	Lamar Academy	2023-2024
Babauta	Linda	Assistant School Administrator	Certified	McAllen HS	2023-2024
Garcia	Manuel	Assistant School Administrator	Certified	McAllen HS	2023-2024
Hernandez	Edna	Assistant School Administrator	Certified	McAllen HS	2023-2024
Perez	Herman	Assistant School Administrator	Certified	McAllen HS	2023-2024
Canales	Albert	School Administrator	Certified	McAllen HS	2023-2024
Saenz	Yvonne	Assistant School Administrator	Certified	McAuliffe ES	2023-2024
Caldwell	Yvonne	School Administrator	Certified	McAuliffe ES	2023-2024
Gonzalez	Joanna	Assistant School Administrator	Certified	Memorial HS	2023-2024
Castillo	Ramiro	Assistant School Administrator	Certified	Memorial HS	2023-2024
Lozano	Jesus Miguel Angel	Assistant School Administrator	Certified	Memorial HS	2023-2024
Ramirez	Leslee	Assistant School Administrator	Certified	Memorial HS	2023-2024
Rodriguez	Cassandra	Assistant School Administrator	Certified	Memorial HS	2023-2024
Alvarez	Pedro	School Administrator	Certified	Memorial HS	2023-2024
Palacios	Rossi	Assistant School Administrator	Certified	Milam ES	2023-2024
Sanchez	Amanda	Assistant School Administrator	Certified	Milam ES	2023-2024
Friedlein	Stephanie	School Administrator	Certified	Milam ES	2023-2024
Gonzalez	Jessica	Assistant School Administrator	Certified	Morris MS	2023-2024
Mendez	Olga	Assistant School Administrator	Certified	Morris MS	2023-2024
Bechtold	Rebecca	School Administrator	Certified	Morris MS	2023-2024
Garcia	Laura	Assistant School Administrator	Certified	Perez ES	2023-2024
Delgado	Veronica	School Administrator	Certified	Perez ES	2023-2024
Montes	Yesenia	Assistant School Administrator	Certified	Rayburn ES	2023-2024
Partida	Clarissa	School Administrator	Certified	Rayburn ES	2023-2024
Lara	Liza	Assistant School Administrator	Certified	RDSPD	2023-2024

Martinez	Norma	Assistant School Administrator	Certified	Roosevelt ES	2023-2024
Montgomery	Rachel	Assistant School Administrator	Certified	Roosevelt ES	2023-2024
de la Garza	Aissa	Assistant School Administrator	Certified	Rowe HS	2023-2024
Macias	Ruben	Assistant School Administrator	Certified	Rowe HS	2023-2024
Pitchford	Sandra	Assistant School Administrator	Certified	Rowe HS	2023-2024
Snelling	Olga	Assistant School Administrator	Certified	Rowe HS	2023-2024
Tamez	Sergio	Assistant School Administrator	Certified	Rowe HS	2023-2024
Kaufmann	Monica	School Administrator	Certified	Rowe HS	2023-2024
Partida	Veronica	Assistant School Administrator	Certified	Sanchez ES	2023-2024
Rodriguez	Veronica	School Administrator	Certified	Sanchez ES	2023-2024
Bzibziak	Donna	Assistant School Administrator	Certified	Seguin ES	2023-2024
Nevarez	Juan	School Administrator	Certified	Seguin ES	2023-2024
Barnett-Bermea	Karla	Assistant School Administrator	Certified	Special Education	2023-2024
Chapa	Marisela	Assistant School Administrator	Certified	Thigpen-Zavala ES	2023-2024
Casas	Sonia	School Administrator	Certified	Thigpen-Zavala ES	2023-2024
Guerrero	Faynna	Assistant School Administrator	Certified	Travis MS	2023-2024
Amaya	Efrain	School Administrator	Certified	Travis MS	2023-2024
Flores	Karime	Assistant School Administrator	Certified	Wilson ES	2023-2024
Garcia	Erika	School Administrator	Certified	Wilson ES	2023-2024

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on the Resolution to the Board of Trustees Identifying Hazardous Traffic Conditions for the School Year 2023-2024.

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 a two-mile area that require transportation to 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 2023-2024.

Attachment: ☑

SUBMITTED BY: Eduardo Barnhart Digitally signed by Eduardo Barnhart Date: 2023.09.01 10:23:32 -05'00'

SUPERVISOR: Elizabeth Gonzalez

SUBMITTED BY: _____

For further information contact:
Name: Eduardo Barnhart
Office: 956-632-3211
eMail: eduardo.barnhart@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools

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, 23rcl Street, El Rancho Road and 20th 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 29th Street.*
6. *The blocks bounded by Gull Avenue, Nolana Avenue, 23rd Street and 29th Street.*
7. *The blocks bounded by Camellia Avenue, 23rd Street, Pecan Avenue and Bicentennial Boulevard.*
8. *The blocks bounded by Pecan Avenue, Bicentennial Boulevard, Kendlewood Avenue and 10th Street.*
9. *The blocks bounded by US Expressway 83, 23rd Street, Uvalde Avenue and Bicentennial Boulevard.*
10. *The blocks bounded by I0th Street, Bicentennial Boulevard, Business 83 and Wichita Avenue.*
11. *The blocks bounded by US Expressway 83, 10th Street, Jackson Road and Military Highway.*
12. *The blocks bounded by 10th 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, 33nl Street, Auburn Avenue and Lark Avenue.*
15. *The blocks bounded by 29th Street, 23rd Street, Lark Avenue and Auburn Avenue.*
16. *The blocks bounded by Colonel Rowe Boulevard, Nolana Avenue, 10th 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 33rd Street.*
21. *The blocks bounded by Military Highway, Ware Road, 23rd Street and Acapulco Avenue.*
22. *The blocks bounded by 23rd Street, Military Highway, Acapulco Avenue and 10th Street.*
23. *The blocks bounded by Colonel Rowe Boulevard, Fern Avenue, McColl Road and Business 83.*
24. *The blocks bounded by Nolana Avenue, 23rd Street, Bentsen Road and Vine Avenue.*
25. *The blocks bounded by Ware Road, Hibiscus Avenue, 23rd Street and Nolana Avenue.*
26. *The blocks bounded by Bicentennial Boulevard, 23rd Street, Camellia Avenue and Dove Avenue.*
27. *The blocks bounded by Nolana Avenue, Bicentennial Boulevard, Dove Avenue and 10th Street.*
28. *The blocks bounded by I0th Street, Nolana Avenue, Fern Avenue and McColl Road.*
29. *The blocks bounded by Bentsen Road, 10th Street, Auburn Avenue and Oxford Avenue.*
30. *The blocks bounded by Auburn Avenue, 23rd Street, Trenton Avenue and UY" Street.*
31. *The blocks bounded by 23rd Street, 17th Street, Trenton Avenue and Dove Avenue.*
32. *The blocks bounded by 23rrl 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 29th Street, Ware Road, Business 83 and US Expressway 83.*
35. *The blocks bounded by Ware Road, Agusta Avenue, Elmira Avenue and 26th Street.*
36. *The blocks bounded by 27th Street, Elmira Avenue, 33rd Street and Olga Avenue.*

37. *The blocks bounded by Agusta Avenue, Military Highway, Bentsen Road and 10th Street.*
38. *The blocks bounded by El Rancho Road, 23rd Street, Jordan Avenue and 20th Street.*
39. *The blocks bounded by Nolana Avenue, J01h Street, Hobbs Road and McColl Road.*
40. *The blocks bounded by Pecan Avenue, Business 83 and Colonel Rowe Boulevard, and 10th Street.*
41. *The blocks bounded by Nolana Avenue, Colonel Rowe Boulevard, Pecan Avenue and J01h 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 23rd 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 23rd Street.*
46. *The blocks bounded by Quamasia Avenue, 25th Street, Orchid Avenue and 23rd Street.*
47. *The blocks bounded by Business 83, Ware Road, US Expressway 83 and 23rd Street.*
48. *The blocks bounded by Whitewing Avenue, Daffodil Avenue, Bentsen Road and Ware Road.*
49. *The blocks bounded by Trenton Avenue, Daffodil Avenue, 23rd Street and 1Ofh Street.*
50. *The blocks bounded by J01h Street, Camellia Avenue, 23rd 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 23rd Street.*
53. *The blocks bounded by Dove Avenue, 23rd Street, Nolana Avenue and 10th Street.*
54. *The blocks bounded by Nolana Avenue, Bicentennial Avenue, J01h Street and Pecan Avenue.*
55. *The blocks bounded by Pecan Avenue, 23rd Street, US Expressway 83 and Colonel Rowe Boulevard.*
56. *The blocks bounded by N. Center Street, Sunflower Avenue, 23rd Street and Pecan Avenue.*
57. *The blocks bounded by Dove Avenue, 23rd Street, Daffodil Avenue and Bentsen Road.*
58. *The blocks bounded by Business 83, 23rd Street, US Expressway 83 and Bentsen Road.*
59. *The blocks bounded by 23rd Street, Pecan Avenue, Bicentennial Boulevard and Business 83.*
60. *The blocks bounded by 10th Street, Pecan Avenue, Bicentennial Boulevard and Camellia Avenue.*
61. *The blocks bounded by 10th Street, Colonel Rowe Boulevard, Pecan Avenue and Business 83.*
62. *The blocks bounded by Trenton Avenue, Colonel Rowe Boulevard, Cynthia Ave and Hobbs Avenue.*
63. *The blocks bounded by McColl Road Nolana Avenue, N. K Center and Dove Avenue.*
64. *The blocks bounded by 23rd Street, Bentsen Road, Pecan Boulevard and Daffodil Avenue.*
65. *The blocks bounded by Lark Avenue, Dove Avenue, Ware Road and 23rd Street.*
66. *The blocks bounded by US Expressway 83, Jordan Road, 23rd Street and Ware Road.*

READ, CONSIDERED, PASSED, APPROVED AND ADOPTED THIS THE 25th DAY OF September, 2023.

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crane Aliseda, President
Board of Trustees
McAllen Independent School District

ATTEST:

By: _____
Sofia M. Peńa, Secretary
Board of Trustees
McAllen Independent School District

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Final Payment to JSJ Security and Fire Inc. dba SafeGuard Security & Fire on Contract No. 2021-189 for Location 1 - Castaneda Elementary School and Location 2 - Navarro Elementary School Fire Alarm Upgrade(s)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On October 13, 2020, the Board of Trustees approved CSP 2021-112 - Location 1 - Castaneda Elementary School and Location 2 - Navarro Elementary School Fire Alarm Upgrade(s) and awarded JSJ Security and Fire Inc. dba SafeGuard Security & Fire.

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 $194,745.00. Funds for this project were available through Fund 620 - Maintenance Tax Note.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to JSJ Security and Fire Inc. dba SafeGuard Security & Fire in the amount of $19,474.50 for Contract No. 2021-189 for Location 1 - Castaneda Elementary School and Location 2 - Navarro Elementary School Fire Alarm Upgrade(s).

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Elizabeth Gonzalez

SUBMITTED BY: _____

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

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2021-189 thru CSP 2021-112 – Location 1 – Castaneda Elementary School and Location 2 – Navarro Elementary School Fire Alarm Upgrade(s)

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

Select one:	
☐	Item has been recorded as an asset and assigned an asset number.
☒	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
☐	Not applicable.

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

APPROVED BY: _____ Aug 2, 2023

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

ACKNOWLEDGED BY: Dyanira Diaz _____ Aug 2, 2023

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

APPROVED FOR PAYMENT
Melissa Ortiz (Sep 12, 2023 10:54 CDT) Sep 12, 2023
Signature Date
Sep 12, 2023
Signature Date
Signature Date

APPLICATION AND CERTIFICATE FOR PAYMENT | AIA DOCUMENT G702 | PAGE

TO: TREY MURRAY
HALFF ASSOCIATES, INC
5000 WEST MILITARY
SUITE 100
MCALLEN TX 78503-7446

PROJECT: MCALLEN ISD - CSP 2021-112

APPLICATION NO: 010
PERIOD TO: 7/27/23

Distribution t
OWNER
ARCHITECT
CONTRACTOR

FROM: SAFEGUARD FIRE
12005 N BRYAN RD
MISSION, TX 78573

VIA ARCHITECT:

PROJECT NO: Q50833
CONTRACT DATE: 11/09/20
INVOICE NO: 08856

CONTRACT FOR: HALFF ASSOCIATES / MCALLEN ISD

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....$ 201,696.00

2. Net change by Change Orders.....$ -6,951.00

3. CONTRACT SUM TO DATE (Line 1+-2).....$ 194,745.00

4. TOTAL COMPLETED & STORED TO DATE.....$ 194,745.00
(Column G on G703)

5. RETAINAGE:
a. % of Completed Work....$ .00
(Column D+E on G703)

b. % of Stored Material...$ .00
(Column F on G703)
Total Retainage (Line 5a+5b or.....$ .00
Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE.....$ 194,745.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate).....$ 175,270.50

8. CURRENT PAYMENT DUE.....$ 19,474.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6).....$ .00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	.00	-6,951.00
Total approved this month	.00	.00
TOTALS	.00	-6,951.00
NET CHANGES by Change Order	.00	-6,951.00

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: Safeguard Fire

By: _____ Date: 7/27/23

State Of: TEXAS
County Of: HIDALGO

Subscribed and sworn to before me this 27 day of JULY , 20 23

Notary Public: VANESSA GARCIA
My Commission expires: 07/12/26

VANESSA GARCI
My Notary ID # 13164
Expires July 12, 20

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..... $ 19,474.50
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 8/2/2023

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 010
APPLICATION DATE:
PERIOD TO: 7/27/23
ARCHITECT'S PROJECT NO: Q50833

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G/C	BALANCE TO FINISH (C - G)	RETAINAGE IF VARIABLE RATE
1	**FIRE ALARM - CASTANEDA**								
		.00	.00	.00	.00	.00	0	.00	.00
5	DESIGN & SUBMITTALS	3,000.00	3,000.00	.00	.00	3,000.00	100	.00	.00
10	MATERIALS	44,815.00	44,815.00	.00	.00	44,815.00	100	.00	.00
15	PRE-WIRE LABOR	31,556.00	31,556.00	.00	.00	31,556.00	100	.00	.00
20	TRIM-OUT LABOR	8,415.00	8,415.00	.00	.00	8,415.00	100	.00	.00
25	TESTING	2,104.00	2,104.00	.00	.00	2,104.00	100	.00	.00
30	CONTINGENCY	10,000.00	10,000.00	.00	.00	10,000.00	100	.00	.00
35	CHANGE ORDER #1	-5,002.00	-5,002.00	.00	.00	-5,002.00	100	.00	.00
2	**FIRE ALARM - NAVARRO**								
		.00	.00	.00	.00	.00	0	.00	.00
5	DESIGN & SUBMITTALS	3,000.00	3,000.00	.00	.00	3,000.00	100	.00	.00
10	MATERIALS	53,761.00	53,761.00	.00	.00	53,761.00	100	.00	.00
15	PRE-WIRE LABOR	26,284.00	26,284.00	.00	.00	26,284.00	100	.00	.00
20	TRIM-OUT LABOR	7,009.00	7,009.00	.00	.00	7,009.00	100	.00	.00
25	TESTING	1,752.00	1,752.00	.00	.00	1,752.00	100	.00	.00
30	CONTINGENCY	10,000.00	10,000.00	.00	.00	10,000.00	100	.00	.00
35	CHANGE ORDER #1	-1,949.00	-1,949.00	.00	.00	-1,949.00	100	.00	.00
	TOTALS	194,745.00	194,745.00	.00	.00	194,745.00	100	.00	.00

SAFE GUARD FIRE | SECURITY

12005 N BRYAN RD
MISSION, TX 78573

INVOICE

BILL TO: TREY MURRAY
HALFF ASSOCIATES, INC
5000 WEST MILITARY
SUITE 100
MCALLEN TX 78503-7446

MCALLEN ISD - CSP 2021-112

CUST# 35000

JOB NO.	CUST ORDER#	TERMS	INVOICE NUMBER	DATE
Q50833-000			08856	7/27/23

REQUISITION# 010

AMOUNT THIS REQUISITION	.00
ORIGINAL CONTRACT SUM	201,696.00
NET CHANGE BY CHANGE ORDERS	-6,951.00
CONTRACT SUM TO DATE	194,745.00
TOTAL COMPLETED & STORED TO DATE	194,745.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	175,270.50
CURRENT PAYMENT DUE	19,474.50

Issue detail

MISD Navarro FA Project. Halff Associates Punch List Report.

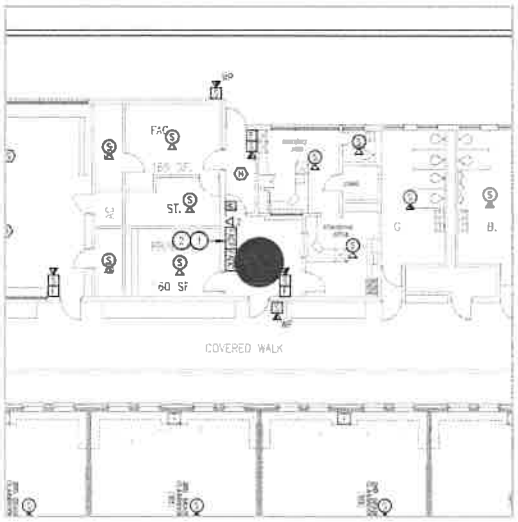
Created on	Apr 27, 2023, 6:43 PM CDT
Created by	**Miguel Garcia**
Total items	18
Sorted by	ID (Ascending)

Mauricio Ramos

Issue detail

#1: General

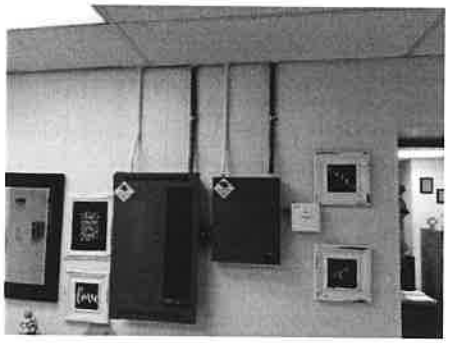
Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA100 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images



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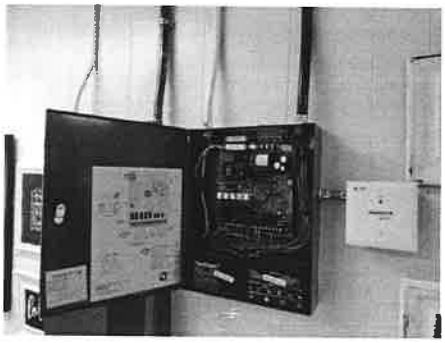
Added on Mar 29, 2023, 11:42 AM CDT
Added by Miguel Garcia



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Added by Miguel Garcia

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Added by Miguel Garcia

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Added by Miguel Garcia

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Added by Miguel Garcia

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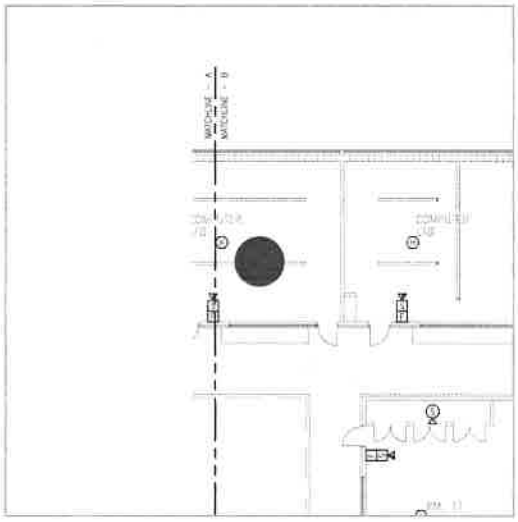
Added by Miguel Garcia

Issue detail

#2: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

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Taken on Mar 29, 2023, 11:44 AM CDT
Added on Mar 29, 2023, 11:45 AM CDT
Added by Miguel Garcia

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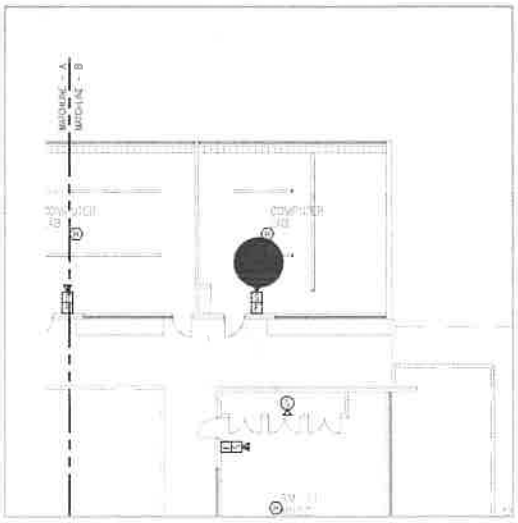
Taken on Mar 29, 2023, 11:44 AM CDT
Added on Mar 29, 2023, 11:45 AM CDT
Added by Miguel Garcia

MR

Issue detail

#3: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

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Taken on Mar 29, 2023, 11:45 AM CDT
Added on Mar 29, 2023, 11:46 AM CDT
Added by Miguel Garcia

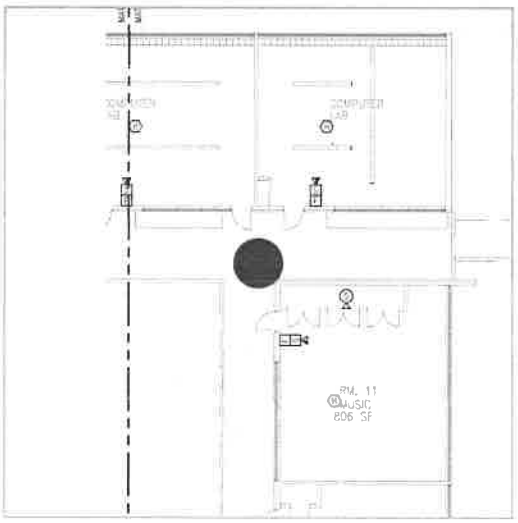
20230329_164614_photo
Taken on Mar 29, 2023, 11:46 AM CDT
Added on Mar 29, 2023, 11:46 AM CDT
Added by Miguel Garcia

MK

Issue detail

#4: General

Status	**Open**
Type	PL Punch List > Punch List

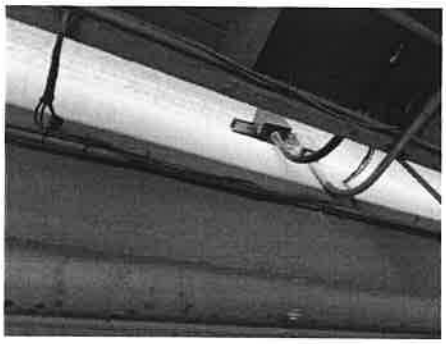


Standard fields

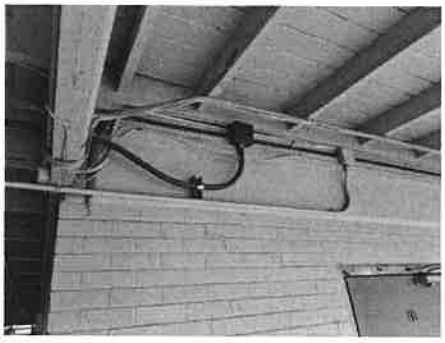
Description	Pull box not resting firm.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_164835_photo
Taken on Mar 29, 2023, 11:48 AM CDT
Added on Mar 29, 2023, 11:50 AM CDT
Added by Miguel Garcia



20230329_164853_photo
Taken on Mar 29, 2023, 11:48 AM CDT
Added on Mar 29, 2023, 11:50 AM CDT
Added by Miguel Garcia

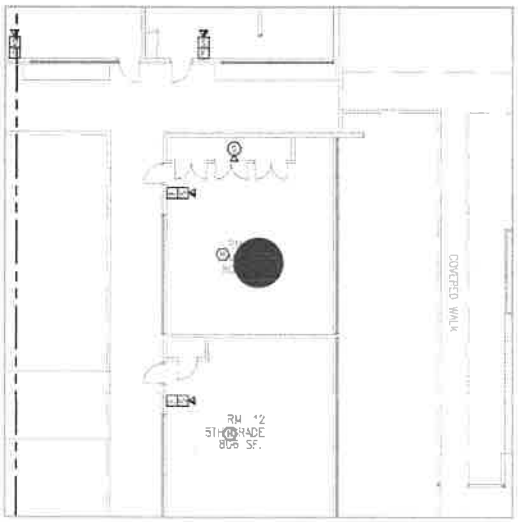


20230329_164922_photo
Taken on Mar 29, 2023, 11:49 AM CDT
Added on Mar 29, 2023, 11:50 AM CDT
Added by Miguel Garcia

Issue detail

#5: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_165037_photo
Taken on Mar 29, 2023, 11:50 AM CDT
Added on Mar 29, 2023, 11:51 AM CDT
Added by Miguel Garcia

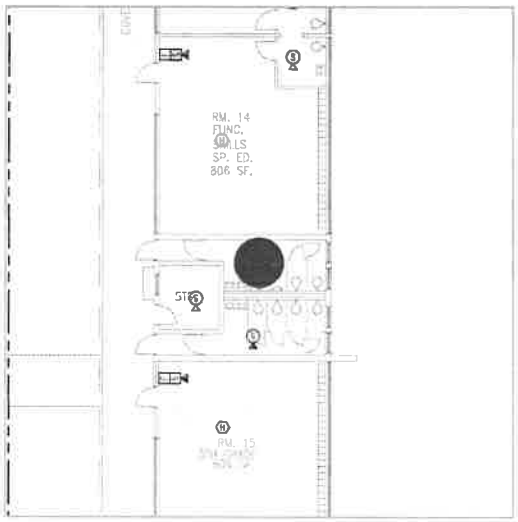
20230329_165045_photo
Taken on Mar 29, 2023, 11:50 AM CDT
Added on Mar 29, 2023, 11:51 AM CDT
Added by Miguel Garcia

20230329_165047_photo
Taken on Mar 29, 2023, 11:50 AM CDT
Added on Mar 29, 2023, 11:52 AM CDT
Added by Miguel Garcia

Issue detail

#7: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAC)**
Root cause	—

Images

20230329_165831_photo
Taken on Mar 29, 2023, 11:58 AM CDT
Added on Mar 29, 2023, 12:17 PM CDT
Added by Miguel Garcia

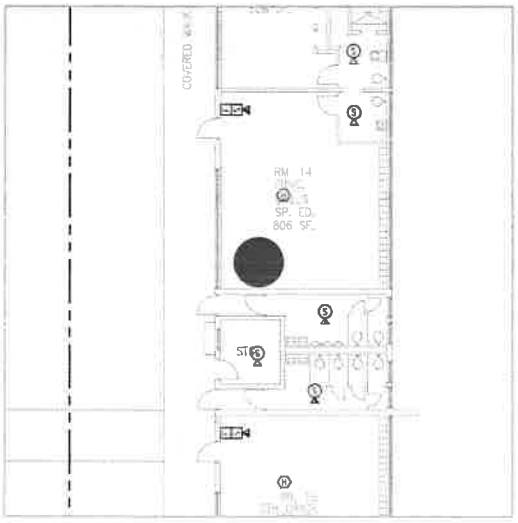
20230329_165836_photo
Taken on Mar 29, 2023, 11:58 AM CDT
Added on Mar 29, 2023, 12:17 PM CDT
Added by Miguel Garcia

20230329_165837_photo
Taken on Mar 29, 2023, 11:58 AM CDT
Added on Mar 29, 2023, 12:17 PM CDT
Added by Miguel Garcia

Issue detail

#8: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAC)**
Root cause	—

Images

20230329_165942_photo
Taken on Mar 29, 2023, 11:59 AM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia

20230329_165948_photo
Taken on Mar 29, 2023, 11:59 AM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia

20230329_170000_photo
Taken on Mar 29, 2023, 12:00 PM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia

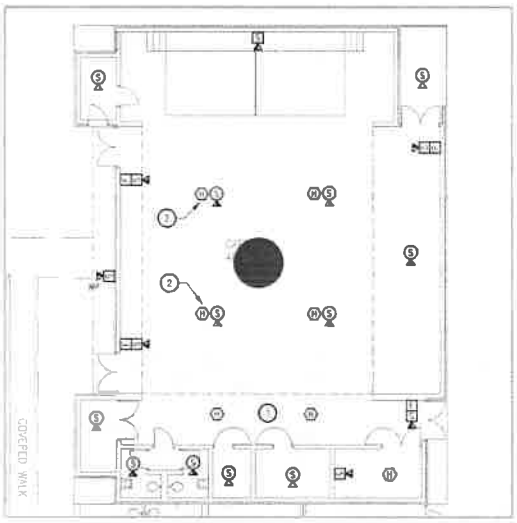
20230329_170043_photo
Taken on Mar 29, 2023, 12:00 PM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia

MJR

Issue detail

#9: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Conduit straps missing at mechanical room.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_170415_photo
Taken on Mar 29, 2023, 12:04 PM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia

20230329_170424_photo
Taken on Mar 29, 2023, 12:04 PM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia

20230329_170428_photo
Taken on Mar 29, 2023, 12:04 PM CDT
Added on Mar 29, 2023, 12:19 PM CDT
Added by Miguel Garcia

20230329_170436_photo
Taken on Mar 29, 2023, 12:04 PM CDT
Added on Mar 29, 2023, 12:19 PM CDT
Added by Miguel Garcia

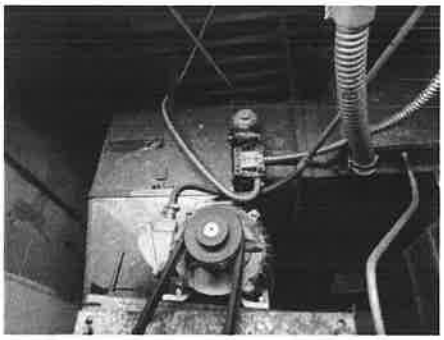
20230329_170440_photo
Taken on Mar 29, 2023, 12:04 PM CDT
Added on Mar 29, 2023, 12:19 PM CDT
Added by Miguel Garcia

20230329_170503_photo
Taken on Mar 29, 2023, 12:05 PM CDT
Added on Mar 29, 2023, 12:19 PM CDT
Added by Miguel Garcia

20230329_170511_photo
Taken on Mar 29, 2023, 12:05 PM CDT
Added on Mar 29, 2023, 12:19 PM CDT
Added by Miguel Garcia

20230329_170616_photo
Taken on Mar 29, 2023, 12:06 PM CDT
Added on Mar 29, 2023, 12:19 PM CDT
Added by Miguel Garcia

20230329_170622_photo
Taken on Mar 29, 2023, 12:06 PM CDT
Added on Mar 29, 2023, 12:20 PM CDT
Added by Miguel Garcia

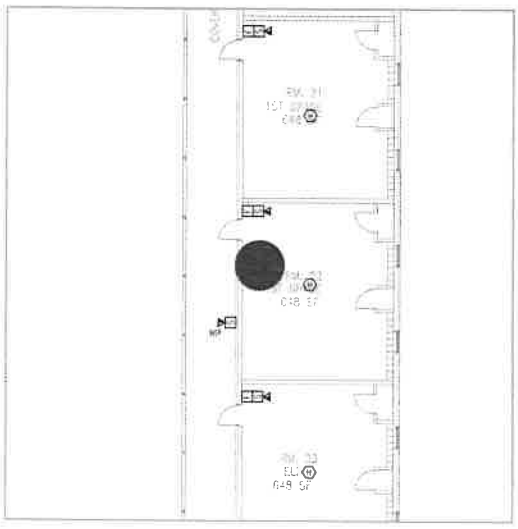


20230329_170631_photo
Taken on Mar 29, 2023, 12:06 PM CDT
Added on Mar 29, 2023, 12:20 PM CDT
Added by Miguel Garcia

Issue detail

#10: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Existing system raceways to get demo.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAC)**
Root cause	—

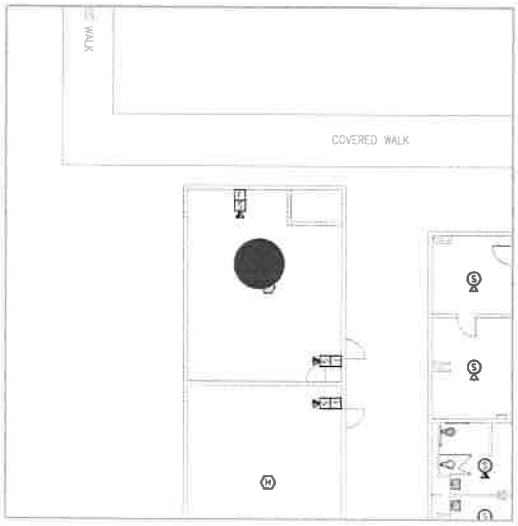
Images

20230329_171433_photo
Taken on Mar 29, 2023, 12:14 PM CDT
Added on Mar 29, 2023, 12:20 PM CDT
Added by Miguel Garcia

Issue detail

#11: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_172114_photo
Taken on Mar 29, 2023, 12:21 PM CDT
Added on Mar 29, 2023, 12:22 PM CDT
Added by Miguel Garcia

20230329_172123_photo
Taken on Mar 29, 2023, 12:21 PM CDT
Added on Mar 29, 2023, 12:22 PM CDT
Added by Miguel Garcia

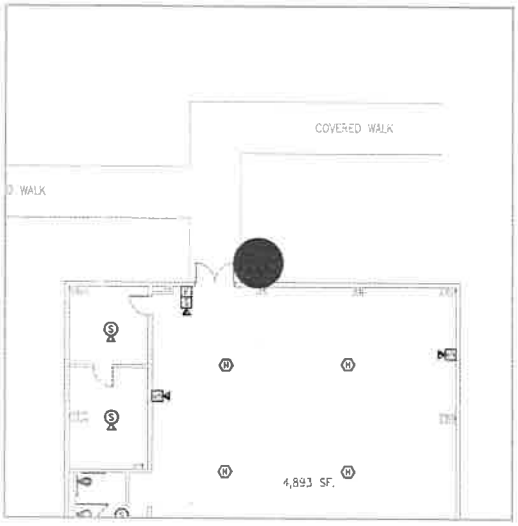
20230329_172134_photo
Taken on Mar 29, 2023, 12:21 PM CDT
Added on Mar 29, 2023, 12:22 PM CDT
Added by Miguel Garcia

MR

Issue detail

#12: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Confirm all clear covers have openings pointing downwards to avoid water coming in.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_172523_photo
Taken on Mar 29, 2023, 12:25 PM CDT
Added on Mar 29, 2023, 12:29 PM CDT
Added by Miguel Garcia

20230329_172857_photo
Taken on Mar 29, 2023, 12:28 PM CDT
Added on Mar 29, 2023, 12:29 PM CDT
Added by Miguel Garcia

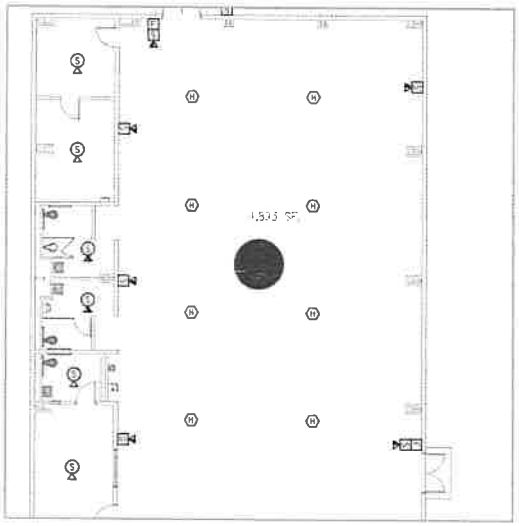
20230329_172903_photo
Taken on Mar 29, 2023, 12:29 PM CDT
Added on Mar 29, 2023, 12:29 PM CDT
Added by Miguel Garcia

20230329_172907_photo
Taken on Mar 29, 2023, 12:29 PM CDT
Added on Mar 29, 2023, 12:30 PM CDT
Added by Miguel Garcia

Issue detail

#13: General

Status	**Closed**
Type	**PL** Punch List > Punch List



Standard fields

Description	Cover missing at storage room.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAD)**
Root cause	—

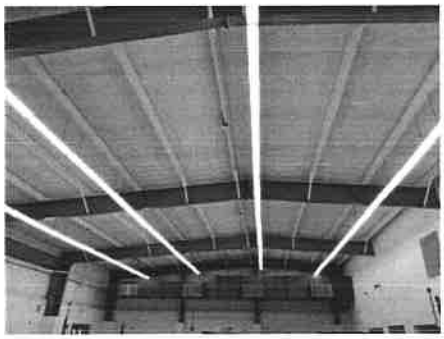
Images

20230329_173228_photo
Taken on Mar 29, 2023, 12:32 PM CDT
Added on Mar 29, 2023, 12:41 PM CDT
Added by Miguel Garcia

20230329_173232_photo
Taken on Mar 29, 2023, 12:32 PM CDT
Added on Mar 29, 2023, 12:42 PM CDT
Added by Miguel Garcia

20230329_173241_photo
Taken on Mar 29, 2023, 12:32 PM CDT
Added on Mar 29, 2023, 12:42 PM CDT
Added by Miguel Garcia

20230329_173247_photo
Taken on Mar 29, 2023, 12:32 PM CDT
Added on Mar 29, 2023, 1:04 PM CDT
Added by Miguel Garcia



20230329_173252_photo
Taken on Mar 29, 2023, 12:32 PM CDT
Added on Mar 29, 2023, 1:04 PM CDT
Added by Miguel Garcia

20230329_173306_photo
Taken on Mar 29, 2023, 12:33 PM CDT
Added on Mar 29, 2023, 1:04 PM CDT
Added by Miguel Garcia

20230329_173339_photo
Taken on Mar 29, 2023, 12:33 PM CDT
Added on Mar 29, 2023, 1:04 PM CDT
Added by Miguel Garcia

20230329_173353_photo
Taken on Mar 29, 2023, 12:33 PM CDT
Added on Mar 29, 2023, 1:04 PM CDT
Added by Miguel Garcia

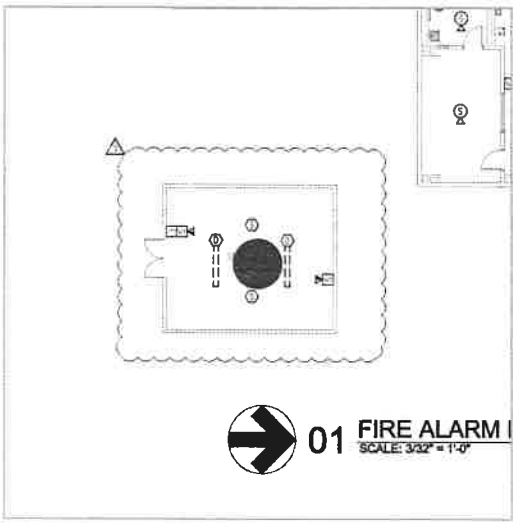
20230329_173410_photo
Taken on Mar 29, 2023, 12:34 PM CDT
Added on Mar 29, 2023, 1:04 PM CDT
Added by Miguel Garcia

51

Issue detail

#14: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAD)**
Root cause	—

20230329_173440_photo
Taken on Mar 29, 2023, 12:34 PM CDT
Added on Mar 29, 2023, 1:05 PM CDT
Added by Miguel Garcia

Issue detail

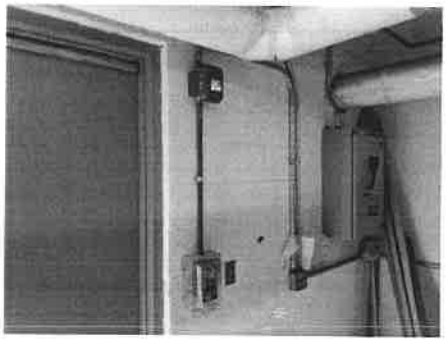
#15: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

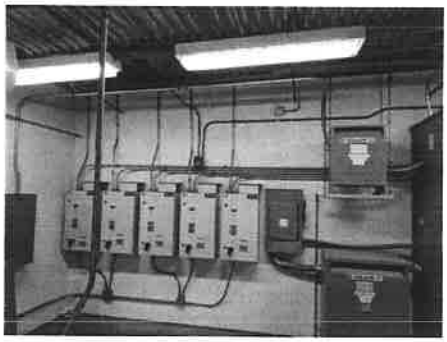
Description	Bad wall penetratiotions. Cabling resting on ducting.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA100 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images



20230329_174018_photo
Taken on Mar 29, 2023, 12:40 PM CDT
Added on Mar 29, 2023, 1:05 PM CDT
Added by Miguel Garcia

20230329_174028_photo
Taken on Mar 29, 2023, 12:40 PM CDT
Added on Mar 29, 2023, 1:05 PM CDT
Added by Miguel Garcia



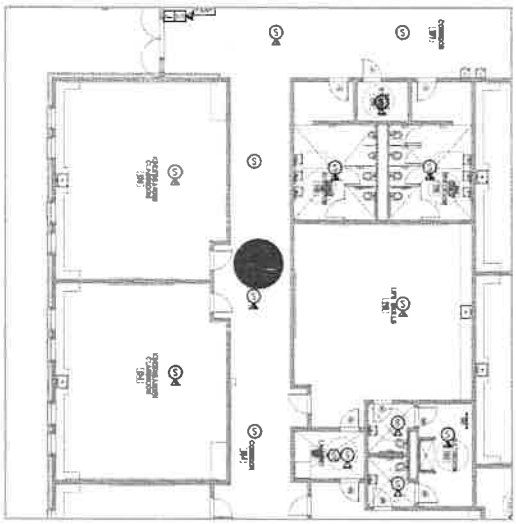
20230329_174037_photo
Taken on Mar 29, 2023, 12:40 PM CDT
Added on Mar 29, 2023, 1:05 PM CDT
Added by Miguel Garcia

20230329_174045_photo
Taken on Mar 29, 2023, 12:40 PM CDT
Added on Mar 29, 2023, 1:05 PM CDT
Added by Miguel Garcia

Issue detail

#16: General

Status	**Closed**
Type	PL Punch List > Punch List



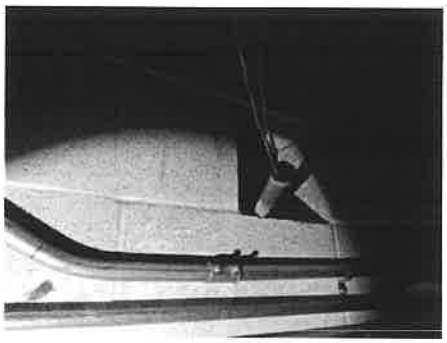
Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA100 (FIRE ALARM PLAN- AREAA)**
Root cause	—

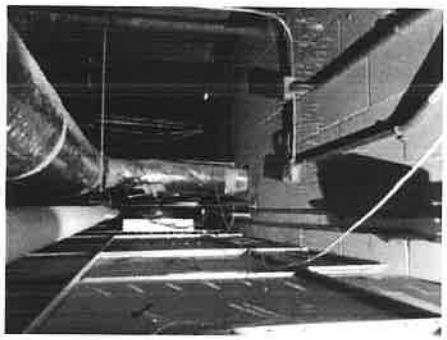
Images

20230329_174502_photo
Taken on Mar 29, 2023, 12:45 PM CDT
Added on Mar 29, 2023, 1:06 PM CDT
Added by Miguel Garcia

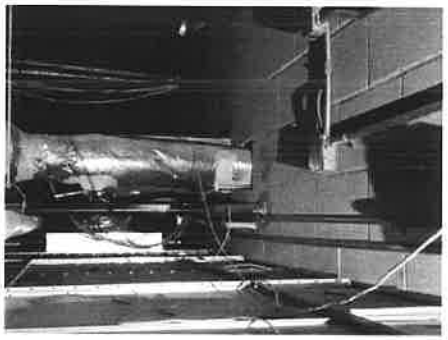
20230329_174511_photo
Taken on Mar 29, 2023, 12:45 PM CDT
Added on Mar 29, 2023, 1:06 PM CDT
Added by Miguel Garcia



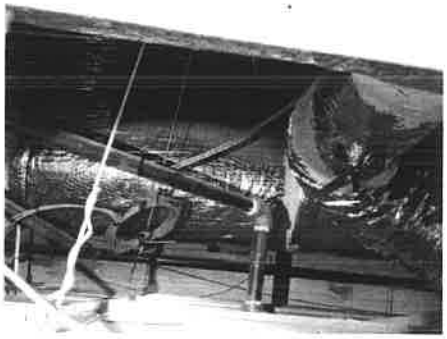
20230329_174700_photo
Taken on Mar 29, 2023, 12:47 PM CDT
Added on Mar 29, 2023, 1:06 PM CDT
Added by Miguel Garcia



20230329_174716_photo
Taken on Mar 29, 2023, 12:47 PM CDT
Added on Mar 29, 2023, 1:06 PM CDT
Added by Miguel Garcia



20230329_174723_photo
Taken on Mar 29, 2023, 12:47 PM CDT
Added on Mar 29, 2023, 1:06 PM CDT
Added by Miguel Garcia

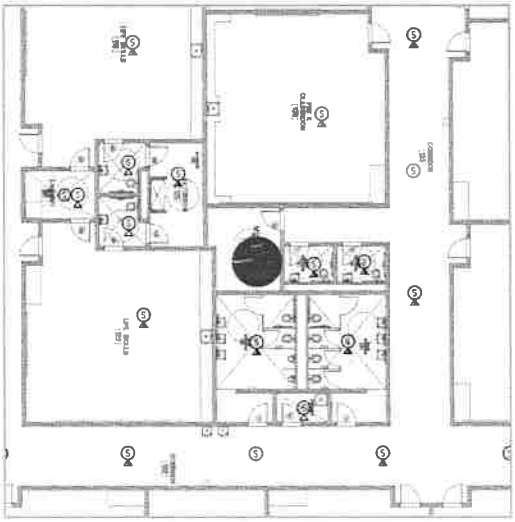


20230329_174754_photo
Taken on Mar 29, 2023, 12:47 PM CDT
Added on Mar 29, 2023, 1:06 PM CDT
Added by Miguel Garcia

Issue detail

#17: General

Status	**Closed**
Type	**PL** Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA100 (FIRE ALARM PLAN- AREAA)**
Root cause	—

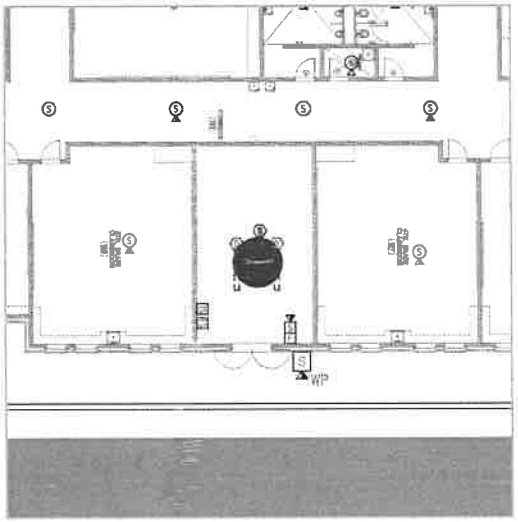
Images

20230329_175038_photo
Taken on Mar 29, 2023, 12:50 PM CDT
Added on Mar 29, 2023, 1:06 PM CDT
Added by Miguel Garcia

Issue detail

#18: General

Status	**Closed**
Type	PL Punch List > Punch List

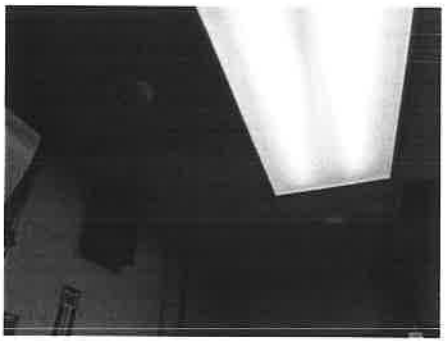


Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA100 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_175313_photo
Taken on Mar 29, 2023, 12:53 PM CDT
Added on Mar 29, 2023, 1:07 PM CDT
Added by Miguel Garcia

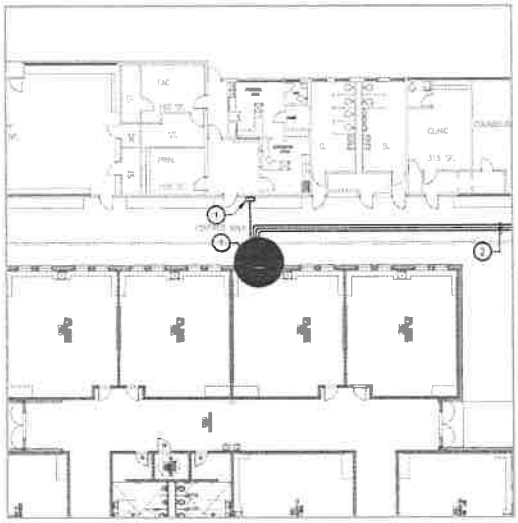


20230329_175317_photo
Taken on Mar 29, 2023, 12:53 PM CDT
Added on Mar 29, 2023, 1:07 PM CDT
Added by Miguel Garcia

Issue detail

#19: General

Status	**Open**
Type	PL Punch List > Punch List



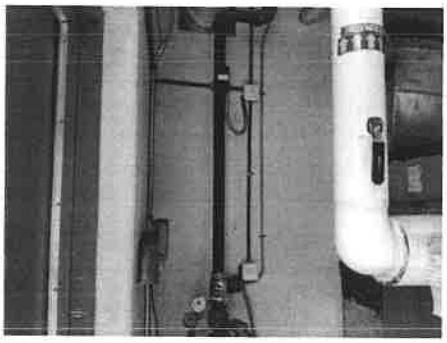
Standard fields

Description	Confirm all wall boxes have insulation to avoid future ground faults.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FS100 (FIRE ALARM SITE PLAN)**
Root cause	—

Images

20230329_175548_photo
Taken on Mar 29, 2023, 12:55 PM CDT
Added on Mar 29, 2023, 1:07 PM CDT
Added by Miguel Garcia

20230329_175613_photo
Taken on Mar 29, 2023, 12:56 PM CDT
Added on Mar 29, 2023, 1:07 PM CDT
Added by Miguel Garcia



20230329_175621_photo
Taken on Mar 29, 2023, 12:56 PM CDT
Added on Mar 29, 2023, 1:07 PM CDT
Added by Miguel Garcia

20230329_175629_photo
Taken on Mar 29, 2023, 12:56 PM CDT
Added on Mar 29, 2023, 1:07 PM CDT
Added by Miguel Garcia

20230329_175639_photo
Taken on Mar 29, 2023, 12:56 PM CDT
Added on Mar 29, 2023, 1:08 PM CDT
Added by Miguel Garcia

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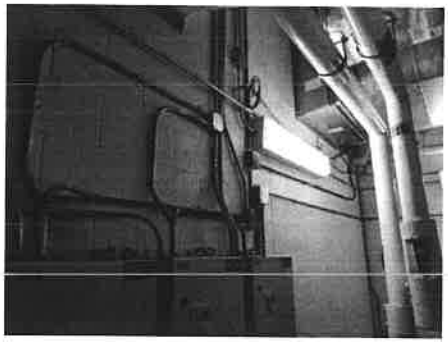
Taken on Mar 29, 2023, 12:57 PM CDT
Added on Mar 29, 2023, 1:08 PM CDT
Added by Miguel Garcia



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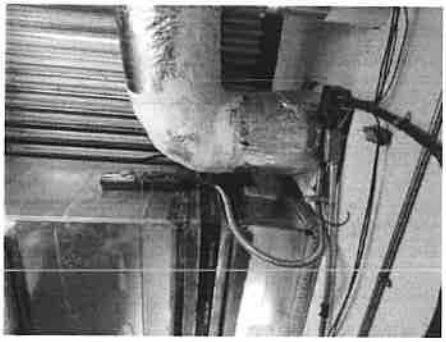
Taken on Mar 29, 2023, 12:57 PM CDT
Added on Mar 29, 2023, 1:08 PM CDT
Added by Miguel Garcia



20230329_175742_photo
Taken on Mar 29, 2023, 12:57 PM CDT
Added on Mar 29, 2023, 1:08 PM CDT
Added by Miguel Garcia

63

Images

20230329_180257_photo
Taken on Mar 29, 2023, 1:02 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

20230329_180301_photo
Taken on Mar 29, 2023, 1:03 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

Issue detail

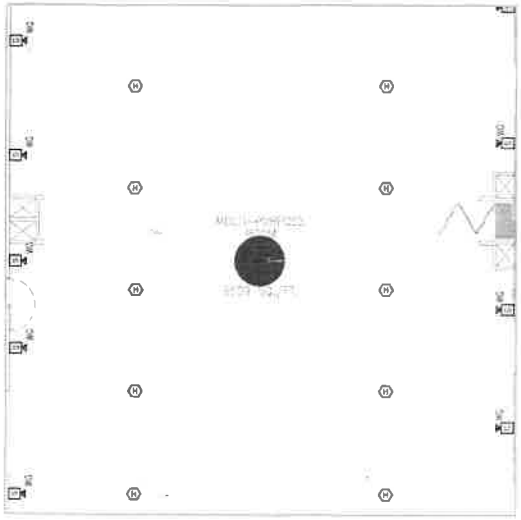
MISD Castaneda FA Project. Halff Associates Back-Punch Report.

Created on	Jul 26, 2023, 9:38 AM CDT
Created by	**Miguel Garcia**
Total items	3
Sorted by	ID (Ascending)
Filtered by	Status (Open)

Issue detail

#9: General

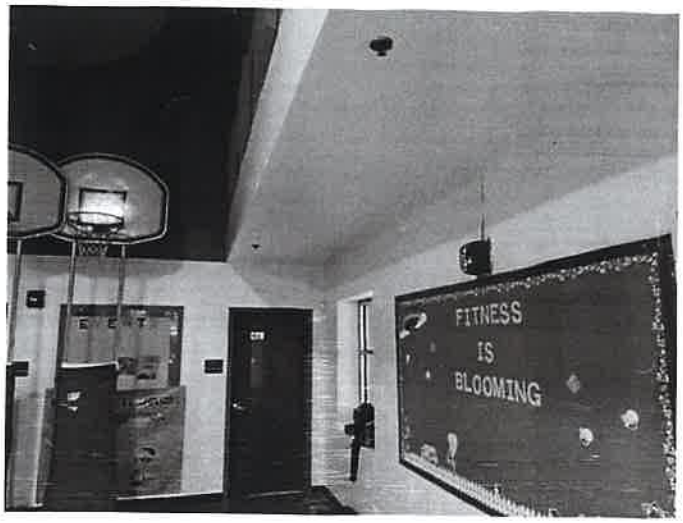
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Pull box missing cover
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAC)**
Root cause	—

Images



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Taken on Mar 29, 2023, 10:38 AM CDT
Added on Mar 29, 2023, 11:54 AM CDT
Added by Miguel Garcia

20230329_153915_photo
Taken on Mar 29, 2023, 10:39 AM CDT
Added on Mar 29, 2023, 11:55 AM CDT
Added by Miguel Garcia

20230329_153928_photo
Taken on Mar 29, 2023, 10:39 AM CDT
Added on Mar 29, 2023, 11:55 AM CDT
Added by Miguel Garcia

20230329_153952_photo
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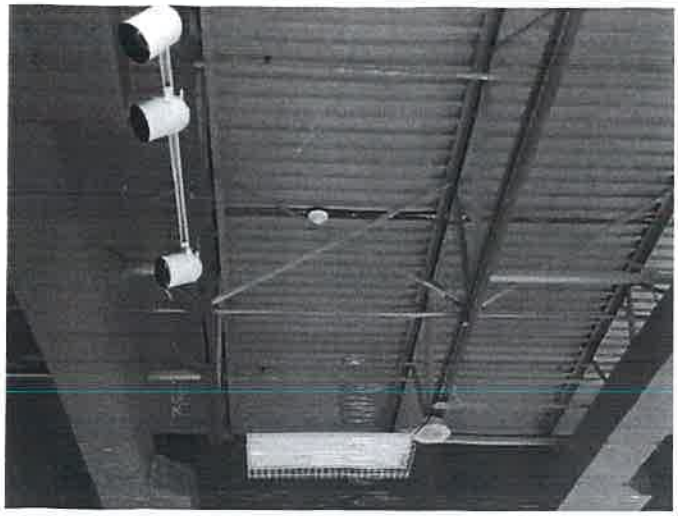
Added on Mar 29, 2023, 11:55 AM CDT
Added by Miguel Garcia



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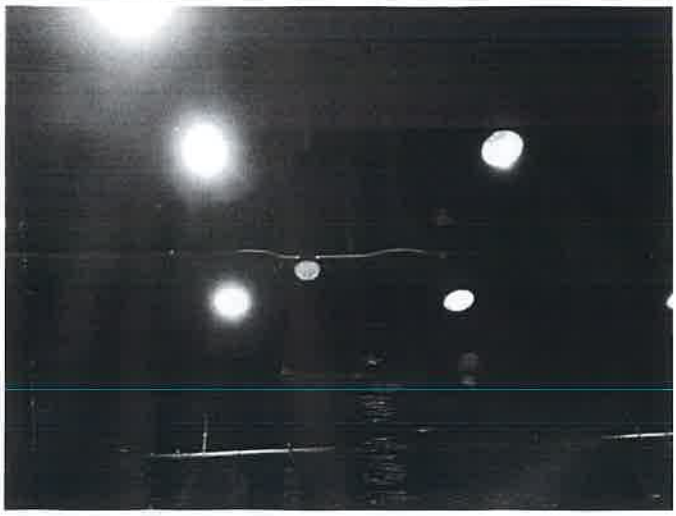
Added on Mar 29, 2023, 11:56 AM CDT
Added by Miguel Garcia

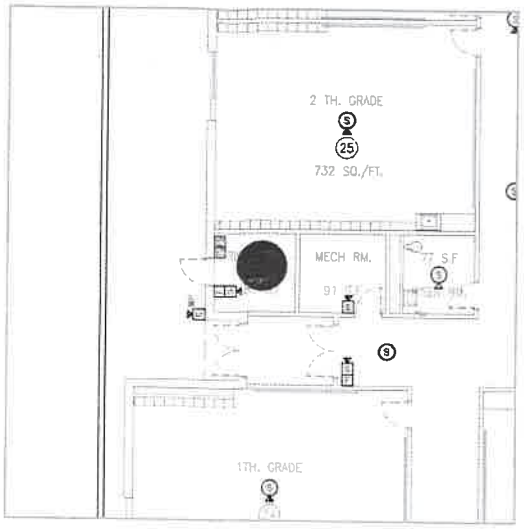


20230329_154028_photo
Taken on Mar 29, 2023, 10:40 AM CDT
Added on Mar 29, 2023, 11:56 AM CDT
Added by Miguel Garcia

Issue detail

#12: General

Status	**Open**
Type	PL Punch List > Punch List



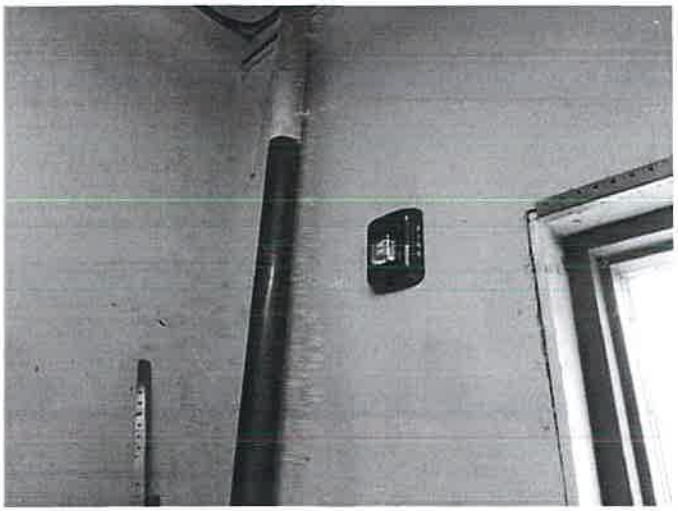
Standard fields

Description	Missing clamp at pull box
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

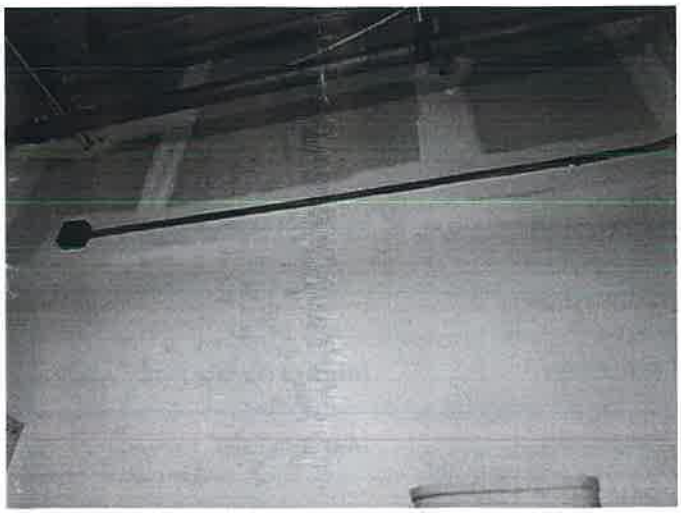
Images

20230329_160650_photo
Taken on Mar 29, 2023, 11:06 AM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia

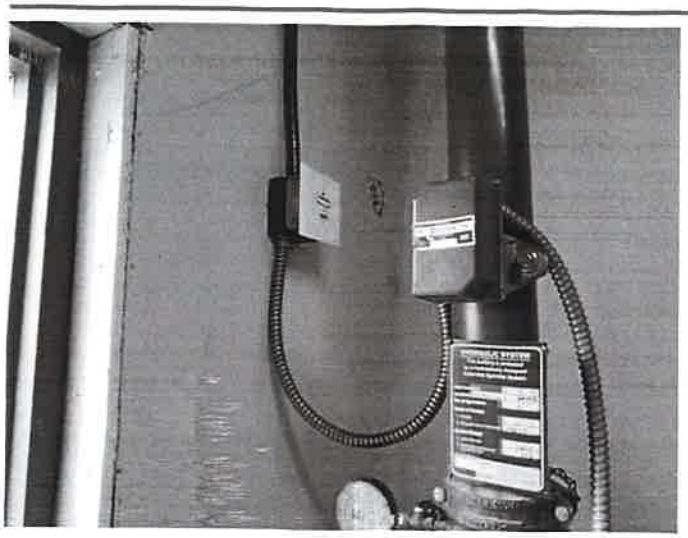
20230329_160650_photo
Taken on Mar 29, 2023, 11:06 AM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia



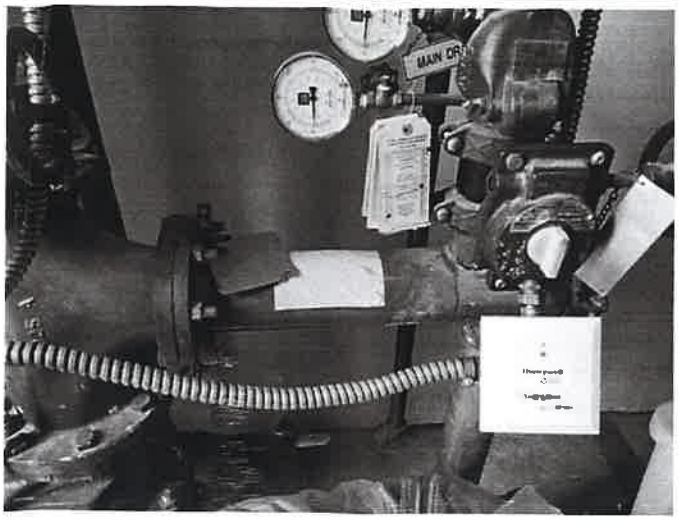
20230329_160653_photo
Taken on Mar 29, 2023, 11:06 AM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia



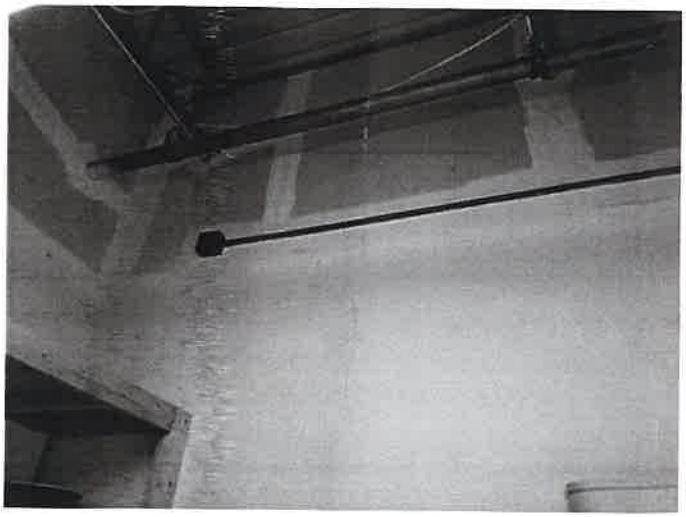
20230329_160657_photo
Taken on Mar 29, 2023, 11:06 AM CDT
Added on Mar 29, 2023, 12:18 PM CDT
Added by Miguel Garcia



20230329_160708_photo
Taken on Mar 29, 2023, 11:07 AM CDT
Added on Mar 29, 2023, 12:19 PM CDT
Added by Miguel Garcia



20230329_160718_photo
Taken on Mar 29, 2023, 11:07 AM CDT
Added on Mar 29, 2023, 12:19 PM CDT
Added by Miguel Garcia

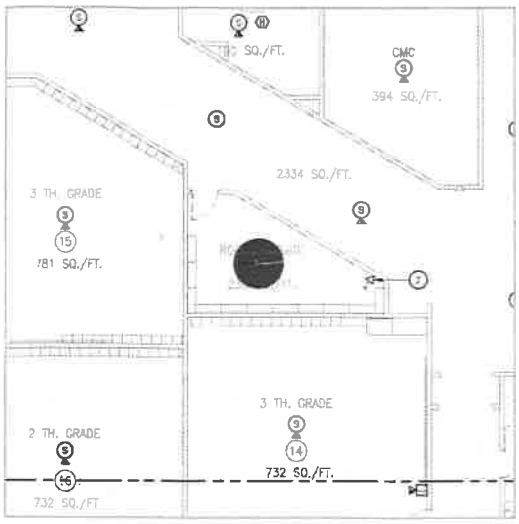


20230724_143640_photo
Taken on Jul 24, 2023, 9:36 AM CDT
Added on Jul 24, 2023, 11:50 AM CDT
Added by Miguel Garcia

Issue detail

#15: General

Status	**Open**
Type	PL Punch List > Punch List

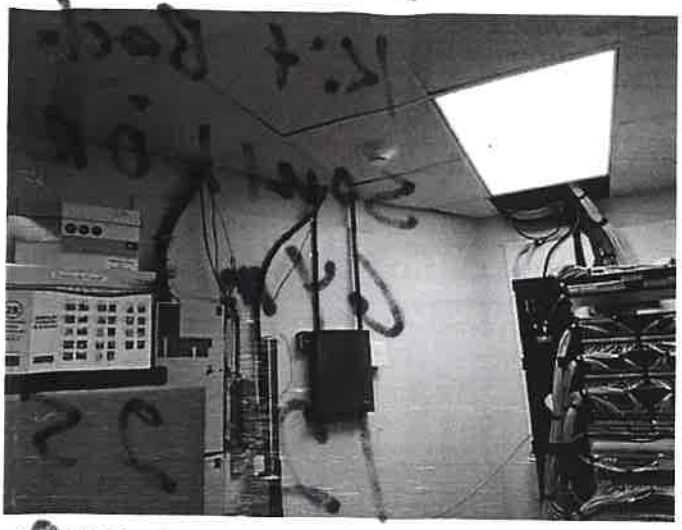


Standard fields

Description	Replace ceiling tile.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_161608_photo
Taken on Mar 29, 2023, 11:16 AM CDT
Added on Mar 29, 2023, 12:20 PM CDT
Added by Miguel Garcia



20230329_161622_photo
Taken on Mar 29, 2023, 11:16 AM CDT
Added on Mar 29, 2023, 12:20 PM CDT
Added by Miguel Garcia

36 Room
Kit Back DR
South DR
GYM -

12 25 38 19
| | Ducts

5-25-15

3-
MAY - MAY

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Final Payment to JSJ Security and Fire Inc. dba SafeGuard Security & Fire on Contract No. 2021-190 for Location 1 - Travis Middle School and Location 2 - Crockett Elementary School Fire Alarm Upgrade(s)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On October 13, 2020, the Board of Trustees approved CSP 2021-128 - Location 1 - Travis Middle School and Location 2 - Crockett Elementary School Fire Alarm Upgrade(s) and awarded JSJ Security and Fire Inc. dba SafeGuard Security & Fire.

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 $270,228.00. Funds for this project were available through Fund 620 - Maintenance Tax Note.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to JSJ Security and Fire Inc. dba SafeGuard Security & Fire in the amount of $27,022.80 for Contract No. 2021-190 for Location 1 - Travis Middle School and Location 2 - Crockett Elementary School Fire Alarm Upgrade(s).

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Elizabeth Gonzalez

SUBMITTED BY: _____

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

Approved for presentation to the Board of Education:

_____
Interim Superintendent of Schools

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2021-190 thru CSP 2021-128 – Location 1 – Travis Middle School and Location 2 – Crockett Elementary School Fire Alarm Upgrade(s)

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

Select one:	
○	Item has been recorded as an asset and assigned an asset number.
◉	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
○	Not applicable.

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

APPROVED BY: _____ Aug 14, 2023

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

ACKNOWLEDGED BY: Dyanira Diaz Aug 14, 2023

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

APPROVED FOR PAYMENT

Melissa Ortiz (Sep 12, 2023 11:08 CDT) Sep 12, 2023

Signature Date

Sep 12, 2023

Signature Date

Signature Date

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 PAGE 1

TO: TREY MURRAY
HALFF ASSOCIATES, INC
5000 WEST MILITARY
SUITE 100
MCALLEN TX 78503-7446

PROJECT: MCALLEN ISD - CSP 2021-128

APPLICATION NO: 011

PERIOD TO: 7/27/23

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: SAFEGUARD FIRE
12005 N BRYAN RD
MISSION, TX 78573

VIA ARCHITECT:

PROJECT NO: Q50825

CONTRACT DATE: 11/09/20

CONTRACT FOR: HALFF ASSOCIATES / MCALLEN ISD

INVOICE NO: 08857

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM.....$	275,583.00
2. Net change by Change Orders.....$	-5,355.00
3. CONTRACT SUM TO DATE (Line 1+-2).....$	270,228.00
4. TOTAL COMPLETED & STORED TO DATE.....$ (Column G on G703)	270,228.00
5. RETAINAGE:	
a. % of Completed Work....$ (Column D+E on G703)	.00
b. % of Stored Material...$ (Column F on G703)	.00
Total Retainage (Line 5a+5b or.....$ Total in Column I of G703)	.00
6. TOTAL EARNED LESS RETAINAGE.....$ (Line 4 less Line 5 Total)	270,228.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....$	243,205.20
8. CURRENT PAYMENT DUE.....$	27,022.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6).....$	.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	.00	-5,355.00
Total approved this month	.00	.00
TOTALS	.00	-5,355.00
NET CHANGES by Change Order	.00	-5,355.00

CONTRACTOR: Safeguard Fire

By: [signature] Date: 7/27/23

State Of: TEXAS
County Of: HIDALGO

Subscribed and sworn to before me this 27 day of JULY, 2023

Notary Public: VANESSA GARCA
My Commission expires: 07/12/26

VANESSA GARCIA
My Notary ID # 131640438
Expires July 12, 2026

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..... $ 27,022.80
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: [signature] Date: 8/2/2023

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 011
APPLICATION DATE:
PERIOD TO: 7/27/23
ARCHITECT'S PROJECT NO: Q50825

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G/C	BALANCE TO FINISH (C - G)	RETAINAGE IF VARIABLE RATE
1	**FIRE ALARM - TRAVIS**								
		.00	.00	.00	.00	.00	0	.00	.00
5	DESIGN & SUBMITTALS	3,000.00	3,000.00	.00	.00	3,000.00	100	.00	.00
10	MATERIALS	73,619.00	73,619.00	.00	.00	73,619.00	100	.00	.00
15	PRE-WIRE LABOR	50,790.00	50,790.00	.00	.00	50,790.00	100	.00	.00
20	TRIM-OUT LABOR	13,544.00	13,544.00	.00	.00	13,544.00	100	.00	.00
25	TESTING	3,386.00	3,386.00	.00	.00	3,386.00	100	.00	.00
30	CONTINGENCY	9,672.00	9,672.00	.00	.00	9,672.00	100	.00	.00
35	CHANGE ORDER #1	-5,355.00	-5,355.00	.00	.00	-5,355.00	100	.00	.00
2	**FIRE ALARM - CROCKETT**								
		.00	.00	.00	.00	.00	0	.00	.00
5	DESIGN & SUBMITTALS	3,000.00	3,000.00	.00	.00	3,000.00	100	.00	.00
10	MATERIALS	65,614.00	65,614.00	.00	.00	65,614.00	100	.00	.00
15	PRE-WIRE LABOR	31,973.00	31,973.00	.00	.00	31,973.00	100	.00	.00
20	TRIM-OUT LABOR	8,526.00	8,526.00	.00	.00	8,526.00	100	.00	.00
25	TESTING	2,131.00	2,131.00	.00	.00	2,131.00	100	.00	.00
30	CONTINGENCY	10,328.00	10,328.00	.00	.00	10,328.00	100	.00	.00
35	CHANGE ORDER #1	.00	.00	.00	.00	.00	0	.00	.00
	TOTALS	270,228.00	270,228.00	.00	.00	270,228.00	100	.00	.00

SAFE GUARD FIRE SECURITY

12005 N BRYAN RD
MISSION, TX 78573

INVOICE

BILL TO: TREY MURRAY
HALFF ASSOCIATES, INC
5000 WEST MILITARY
SUITE 100
MCALLEN TX 78503-7446

MCALLEN ISD - CSP 2021-128

CUST# 35000

JOB NO.	CUST ORDER#	TERMS	INVOICE NUMBER	DATE
Q50825-000			08857	7/27/23

REQUISITION# 011

AMOUNT THIS REQUISITION	.00
ORIGINAL CONTRACT SUM	275,583.00
NET CHANGE BY CHANGE ORDERS	-5,355.00
CONTRACT SUM TO DATE	270,228.00
TOTAL COMPLETED & STORED TO DATE	270,228.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	243,205.20
CURRENT PAYMENT DUE	27,022.80

tail

MISD Crockett FA Project. Halff Associates Back Punch Report

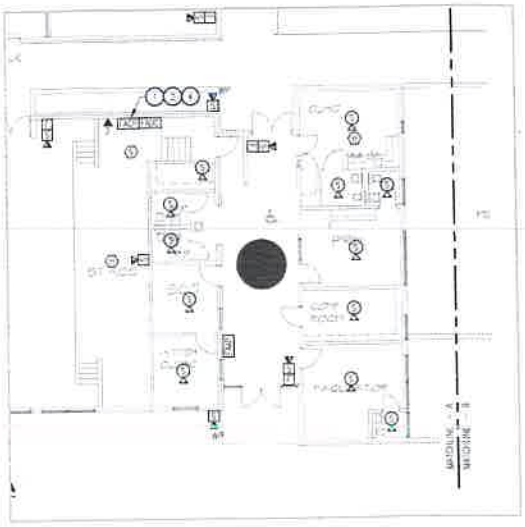
Created on	Jul 26, 2023, 10:52 AM CDT
Created by	**Miguel Garcia**
Total items	7
Sorted by	ID (Ascending)
Filtered by	Status (Open)

x Mauricio Lopez

Issue detail

#1: General

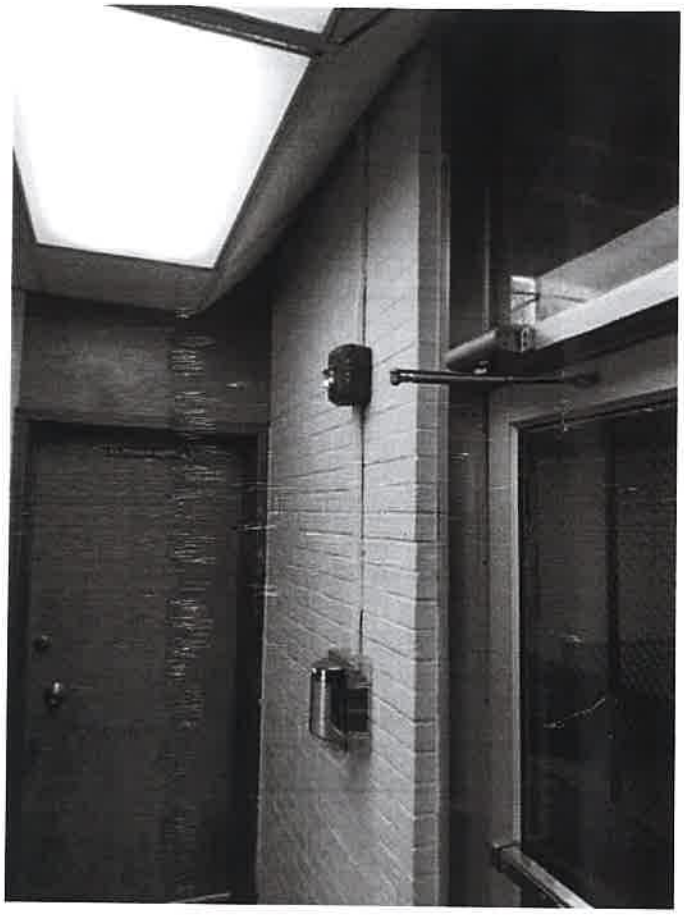
Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Cabling resting on lights fixture. No ladder available.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images



20230329_195209_photo
Taken on Mar 29, 2023, 2:52 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

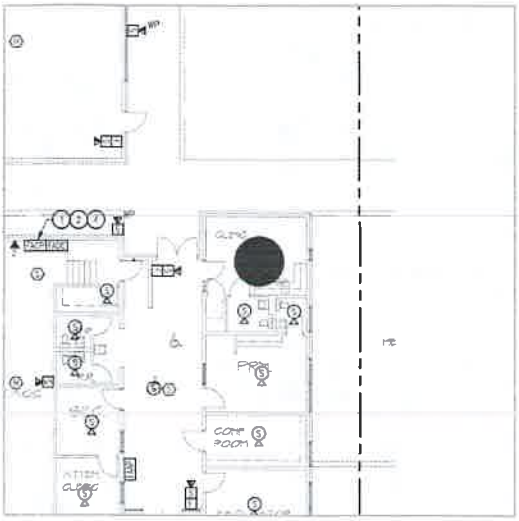
20230329_195223_photo
Taken on Mar 29, 2023, 2:52 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

20230329_195255_photo
Taken on Mar 29, 2023, 2:52 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

Issue detail

#11: General

Status	**Open**
Type	OQ Observation > Quality

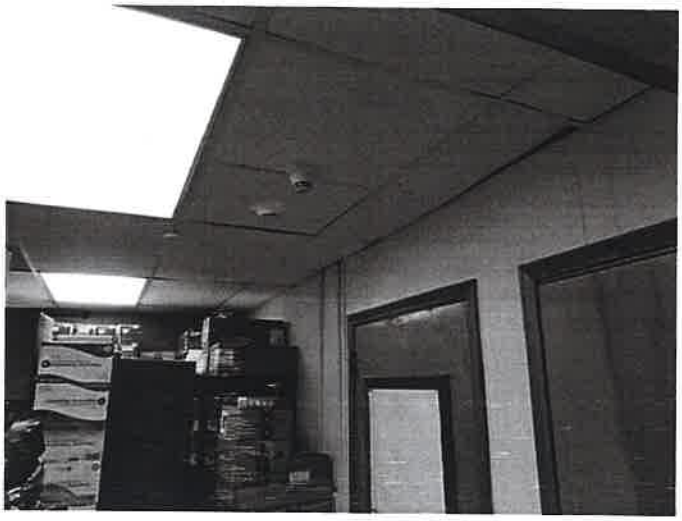


Standard fields

Description	Demo pending. Still pending.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_195532_photo
Taken on Mar 29, 2023, 2:55 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia



20230724_145826_photo
Taken on Jul 24, 2023, 9:58 AM CDT
Added on Jul 24, 2023, 11:50 AM CDT
Added by Miguel Garcia

Issue detail

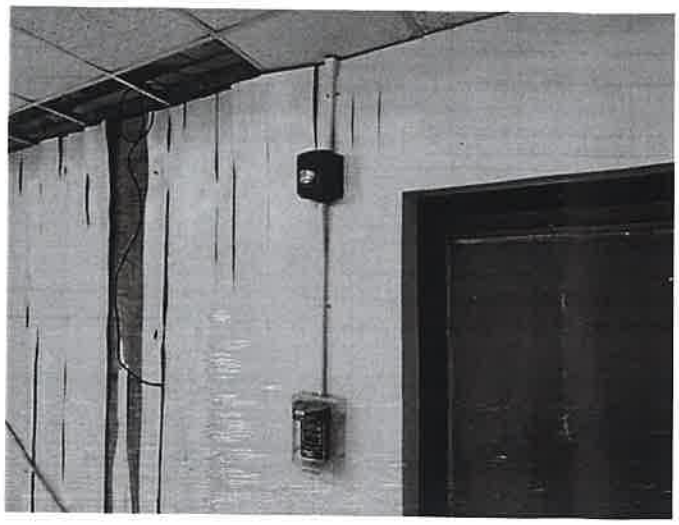
#12: General

Status	**Open**
Type	OQ Observation > Quality

Standard fields

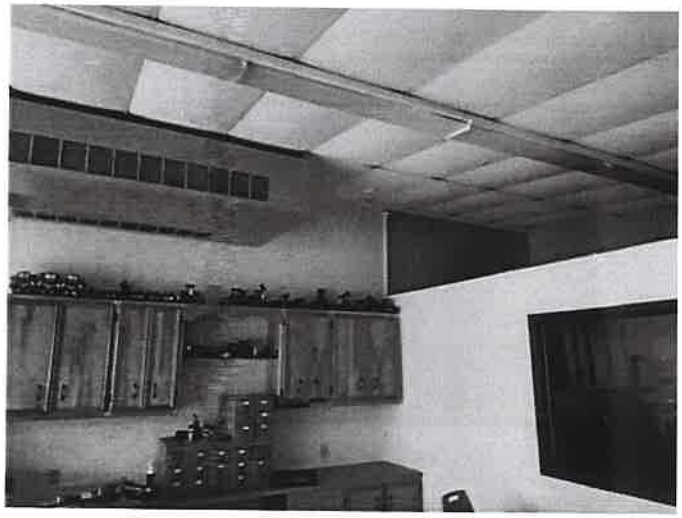
Description	Match paint pending for demo. Still same.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images



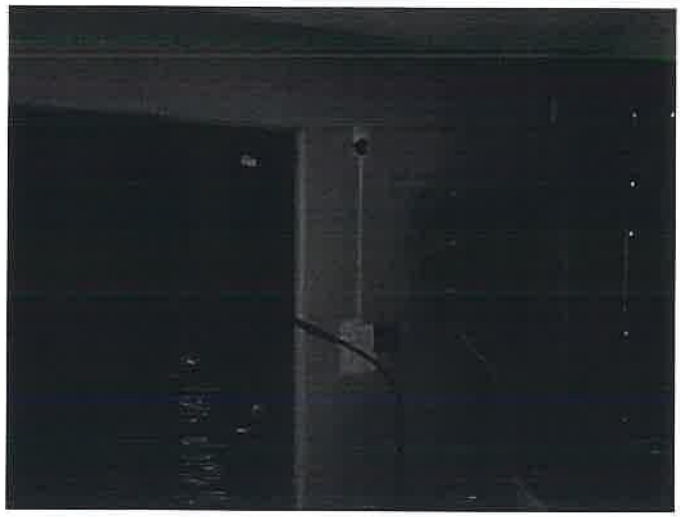
20230329_195731_photo
Taken on Mar 29, 2023, 2:57 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

20230329_195739_photo
Taken on Mar 29, 2023, 2:57 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia



20230329_195757_photo
Taken on Mar 29, 2023, 2:57 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

20230329_195816_photo
Taken on Mar 29, 2023, 2:58 PM CDT
Added on Mar 30, 2023, 8:47 AM CDT
Added by Miguel Garcia



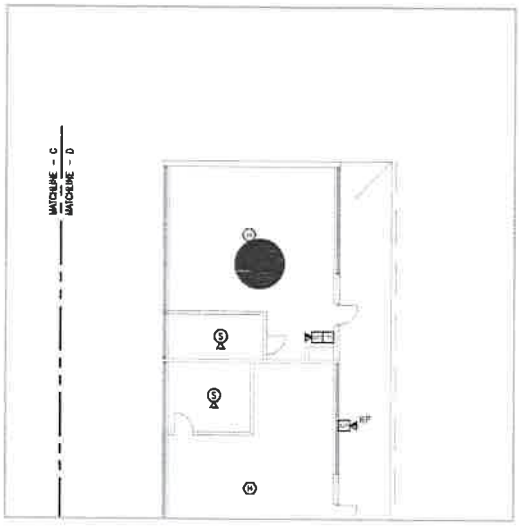
20230329_195835_photo
Taken on Mar 29, 2023, 2:58 PM CDT
Added on Mar 30, 2023, 8:47 AM CDT
Added by Miguel Garcia

20230724_151359_photo
Taken on Jul 24, 2023, 10:13 AM CDT
Added on Jul 24, 2023, 11:50 AM CDT
Added by Miguel Garcia

Issue detail

#24: General

Status	**Open**
Type	OQ Observation > Quality

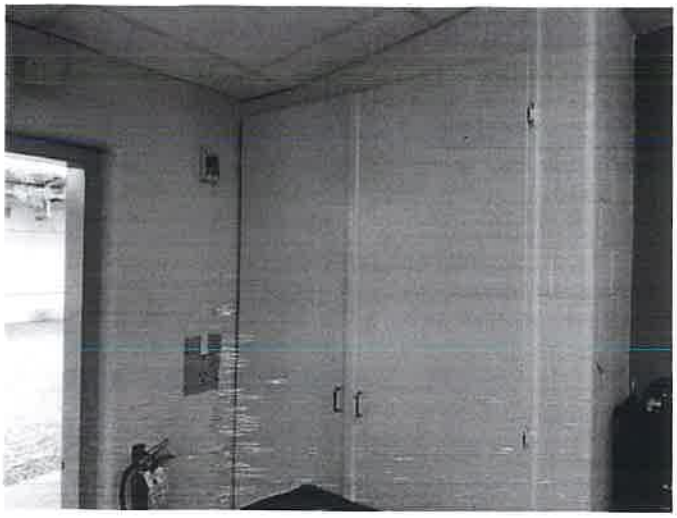


Standard fields

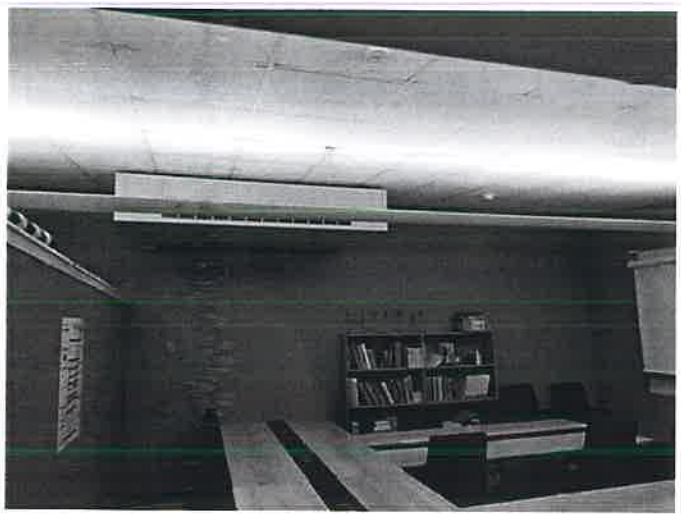
Description	Demo pending. Paint missing.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_203642_photo
Taken on Mar 29, 2023, 3:36 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia



20230329_203647_photo
Taken on Mar 29, 2023, 3:36 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia



20230329_203653_photo
Taken on Mar 29, 2023, 3:36 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

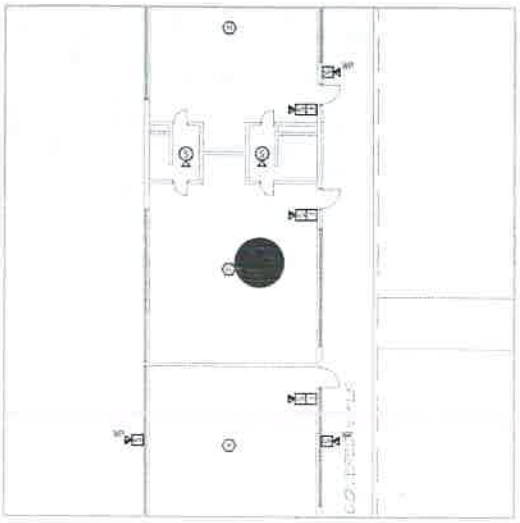
20230329_203702_photo
Taken on Mar 29, 2023, 3:37 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

20230724_154655_photo
Taken on Jul 24, 2023, 10:46 AM CDT
Added on Jul 24, 2023, 11:51 AM CDT
Added by Miguel Garcia

Issue detail

#35: General

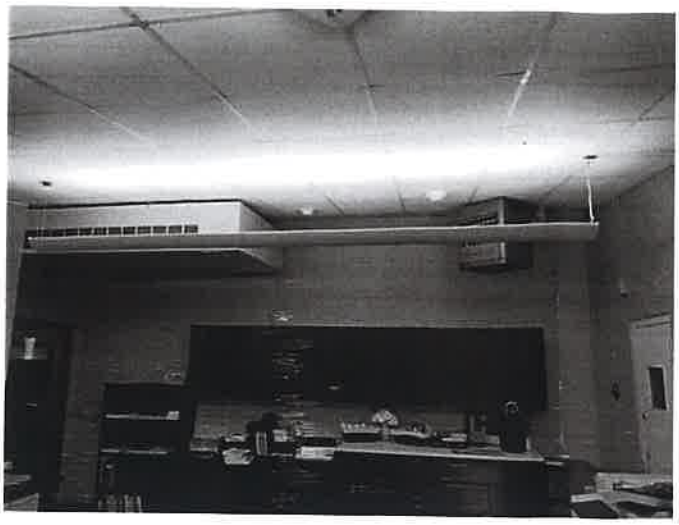
Status	**Open**
Type	OQ Observation > Quality



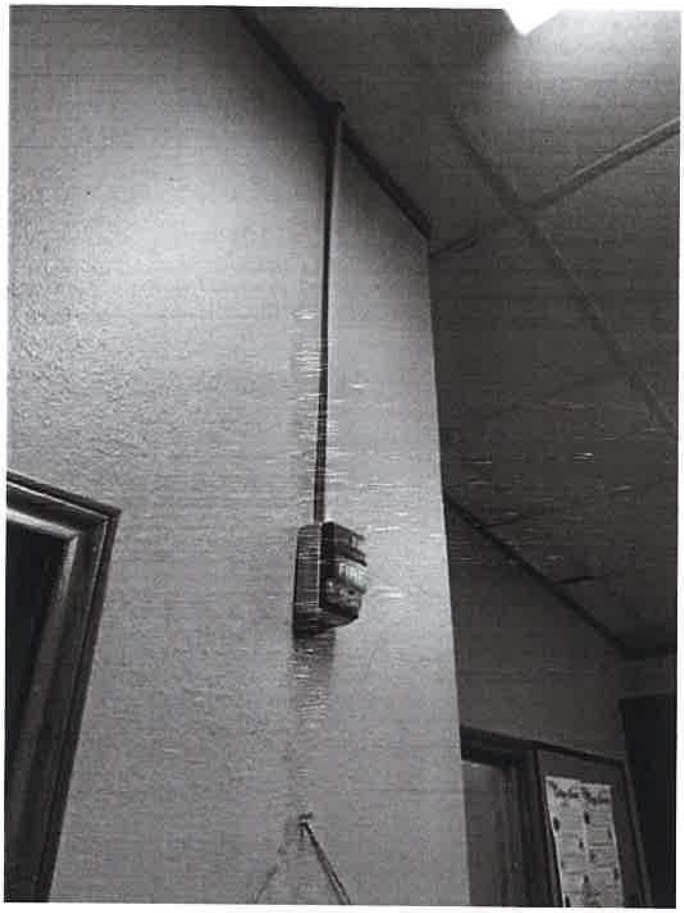
Standard fields

Description	Demo missing. Still missing.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

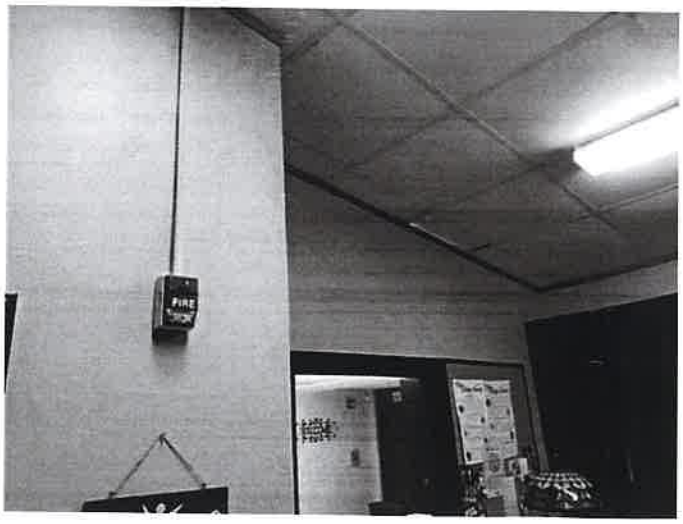
Images



20230329_210459_photo
Taken on Mar 29, 2023, 4:04 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia



20230329_210601_photo
Taken on Mar 29, 2023, 4:06 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

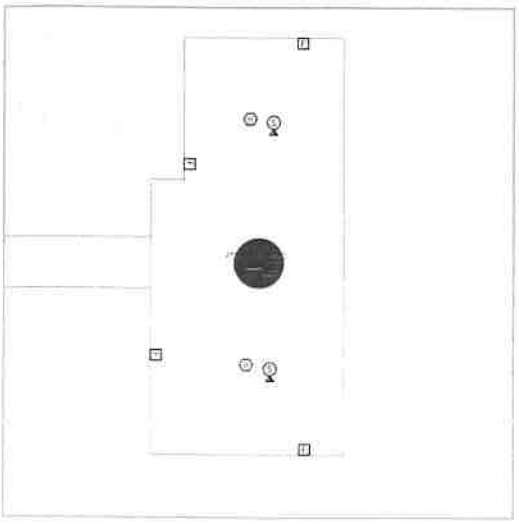


20230724_160501_photo
Taken on Jul 24, 2023, 11:05 AM CDT
Added on Jul 24, 2023, 11:52 AM CDT
Added by Miguel Garcia

Issue detail

#36: General

Status	**Open**
Type	OQ Observation > Quality

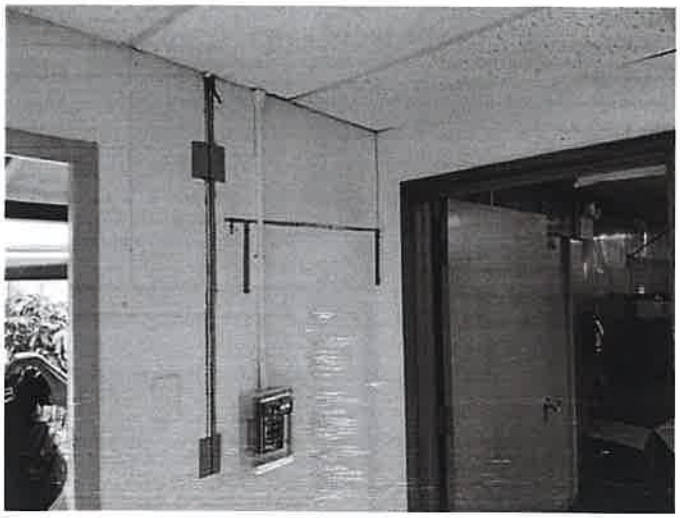


Standard fields

Description	Missing pull station on back doors. Demo match paint missing. Back doors do not require pull stations. Paint missing.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_210810_photo
Taken on Mar 29, 2023, 4:08 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia



20230329_210816_photo
Taken on Mar 29, 2023, 4:08 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

20230329_210832_photo
Taken on Mar 29, 2023, 4:08 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

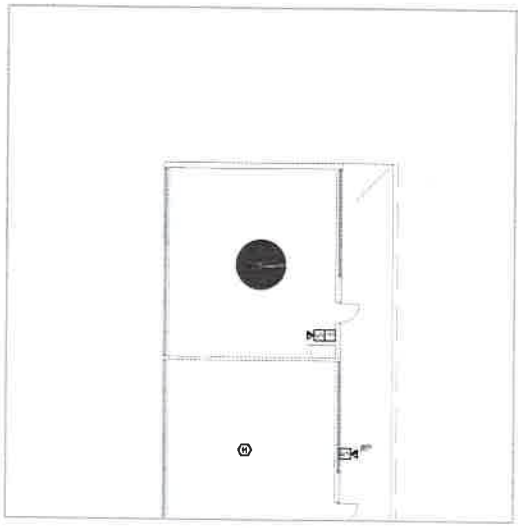
20230724_162209_photo
Taken on Jul 24, 2023, 11:22 AM CDT
Added on Jul 24, 2023, 11:52 AM CDT
Added by Miguel Garcia

20230724_162247_photo
Taken on Jul 24, 2023, 11:22 AM CDT
Added on Jul 24, 2023, 11:52 AM CDT
Added by Miguel Garcia

Issue detail

#42: General

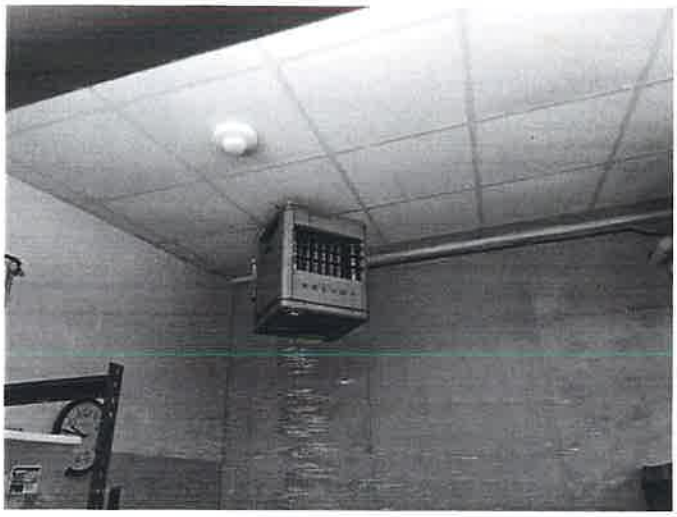
Status	**Open**
Type	OQ Observation > Quality



Standard fields

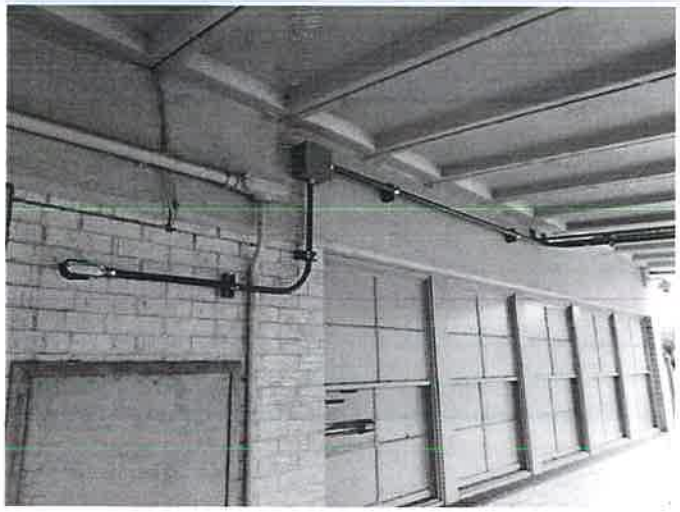
Description	Match paint. Still pending.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images



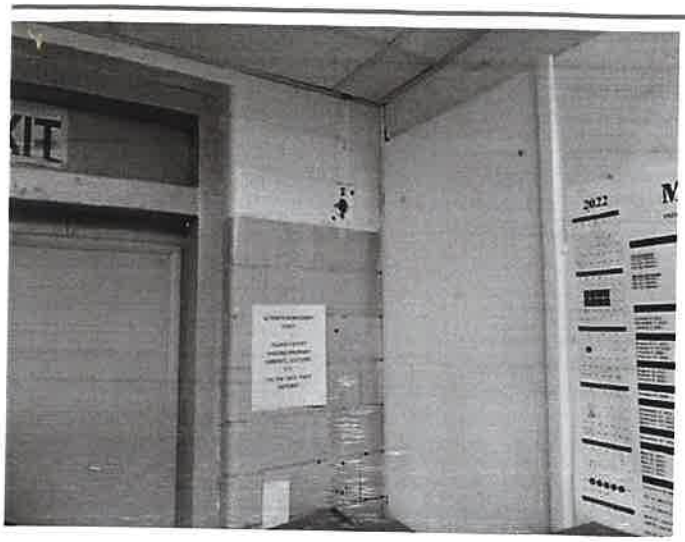
20230329_211946_photo
Taken on Mar 29, 2023, 4:19 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

20230329_211958_photo
Taken on Mar 29, 2023, 4:19 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia



20230329_212009_photo
Taken on Mar 29, 2023, 4:20 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

20230329_212011_photo
Taken on Mar 29, 2023, 4:20 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia



20230724_155317_photo
Taken on Jul 24, 2023, 10:53 AM CDT
Added on Jul 24, 2023, 11:52 AM CDT
Added by Miguel Garcia

Issue detail

MISD Crockett FA Project. Halff Associates Punch List Report.

Created on	Apr 27, 2023, 6:50 PM CDT
Created by	**Miguel Garcia**
Total items	42
Sorted by	ID (Ascending)

Mauricio Ramos

Issue detail

#1: General

Status	**Open**
Type	PL Punch List > Punch List

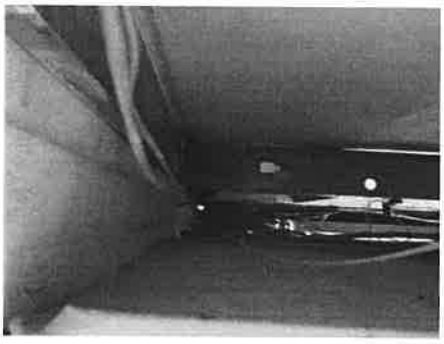
Standard fields

Description	Cabling resting on lights fixture.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_195209_photo
Taken on Mar 29, 2023, 2:52 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

20230329_195223_photo
Taken on Mar 29, 2023, 2:52 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia



20230329_195255_photo
Taken on Mar 29, 2023, 2:52 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

Issue detail

#2: General

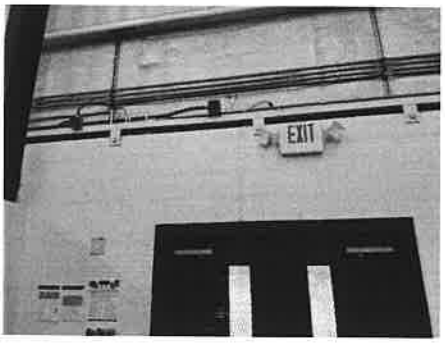
Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Demo cabling pending
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 29, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_192251_photo
Taken on Mar 29, 2023, 2:22 PM CDT
Added on Mar 29, 2023, 4:14 PM CDT
Added by Miguel Garcia

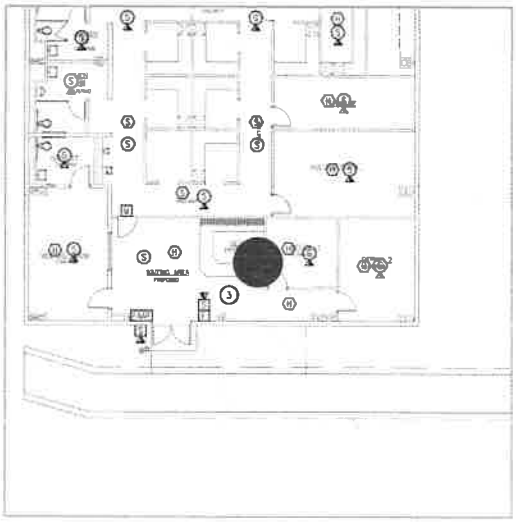


20230329_192256_photo
Taken on Mar 29, 2023, 7:22 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

Issue detail

#3: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Bushings on all openings
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_192431_photo
Taken on Mar 29, 2023, 2:24 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

20230329_192435_photo
Taken on Mar 29, 2023, 2:24 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

20230329_192444_photo
Taken on Mar 29, 2023, 2:24 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

20230329_192501_photo
Taken on Mar 29, 2023, 2:25 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

20230329_192506_photo
Taken on Mar 29, 2023, 2:25 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

20230329_192507_photo
Taken on Mar 29, 2023, 2:25 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

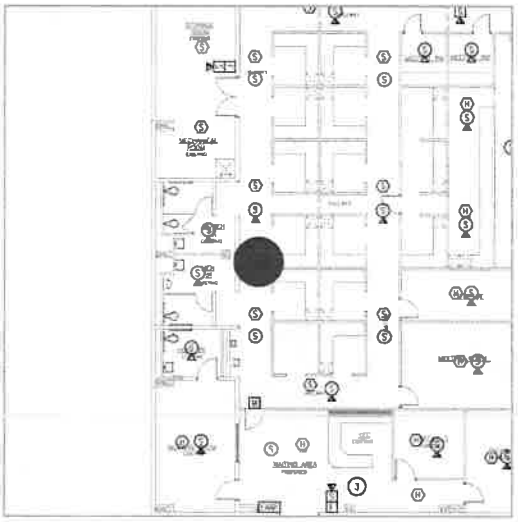
20230329_192508_photo
Taken on Mar 29, 2023, 2:25 PM CDT
Added on Mar 30, 2023, 8:42 AM CDT
Added by Miguel Garcia

MK

Issue detail

#4: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_192930_photo
Taken on Mar 29, 2023, 2:29 PM CDT
Added on Mar 30, 2023, 8:43 AM CDT
Added by Miguel Garcia

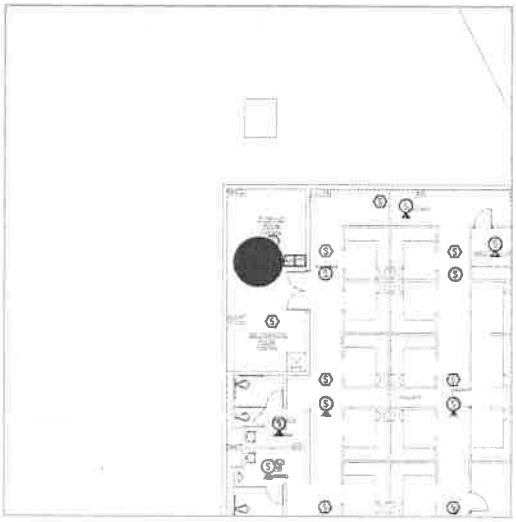
20230329_193040_photo
Taken on Mar 29, 2023, 2:30 PM CDT
Added on Mar 30, 2023, 8:43 AM CDT
Added by Miguel Garcia

20230329_193042_photo
Taken on Mar 29, 2023, 2:30 PM CDT
Added on Mar 30, 2023, 8:43 AM CDT
Added by Miguel Garcia

Issue detail

#5: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo not complete.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_193226_photo
Taken on Mar 29, 2023, 2:32 PM CDT
Added on Mar 30, 2023, 8:43 AM CDT
Added by Miguel Garcia

20230329_193336_photo
Taken on Mar 29, 2023, 2:33 PM CDT
Added on Mar 30, 2023, 8:43 AM CDT
Added by Miguel Garcia

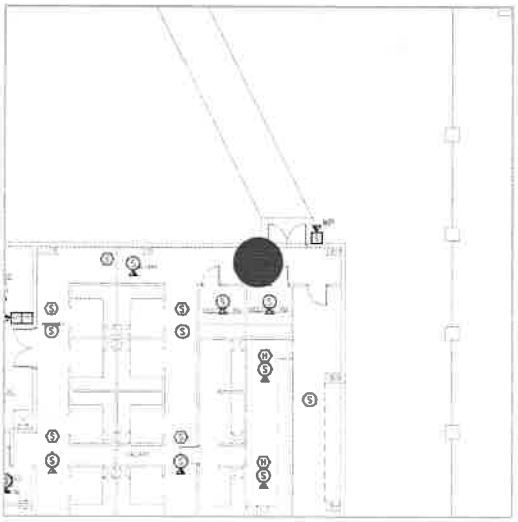
20230329_193440_photo
Taken on Mar 29, 2023, 2:34 PM CDT
Added on Mar 30, 2023, 8:43 AM CDT
Added by Miguel Garcia

MK

Issue detail

#6: General

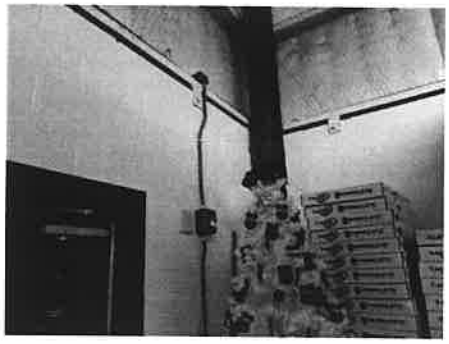
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo cover missing
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images



20230329_193632_photo
Taken on Mar 29, 2023, 2:36 PM CDT
Added on Mar 30, 2023, 8:43 AM CDT
Added by Miguel Garcia

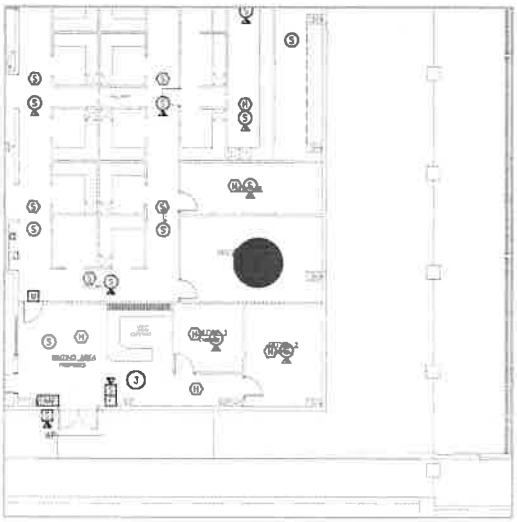
20230329_193635_photo
Taken on Mar 29, 2023, 2:36 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

MR

Issue detail

#7: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

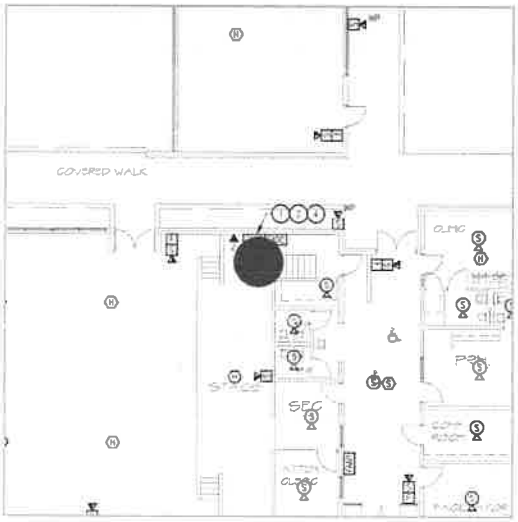
Images

20230329_193921_photo
Taken on Mar 29, 2023, 2:39 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

Issue detail

#8: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Missing cover to relay
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_194226_photo
Taken on Mar 29, 2023, 2:42 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

20230329_194230_photo
Taken on Mar 29, 2023, 2:42 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

20230329_194245_photo
Taken on Mar 29, 2023, 2:42 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

20230329_194310_photo
Taken on Mar 29, 2023, 2:43 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

20230329_194314_photo
Taken on Mar 29, 2023, 2:43 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

MR

Issue detail

#9: General

Status	**Closed**
Type	PL Punch List > Punch List

Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_194447_photo
Taken on Mar 29, 2023, 2:44 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

20230329_194515_photo
Taken on Mar 29, 2023, 2:45 PM CDT
Added on Mar 30, 2023, 8:44 AM CDT
Added by Miguel Garcia

20230329_194538_photo
Taken on Mar 29, 2023, 2:45 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

20230329_194545_photo
Taken on Mar 29, 2023, 2:45 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

MN

Issue detail

#10: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Clamps 1 1/2ft from back boxes and j boxes
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Root cause	—

Images

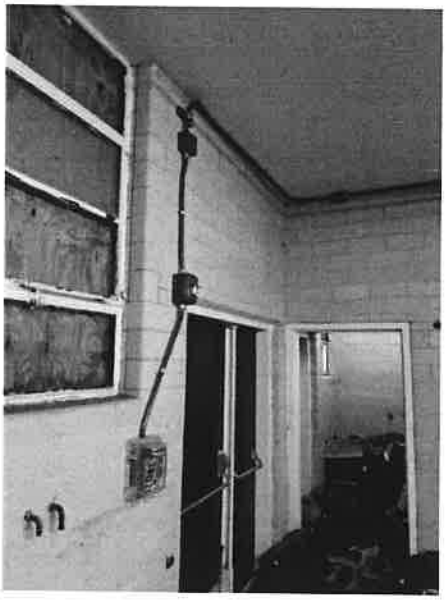
20230329_194619_photo
Taken on Mar 29, 2023, 2:46 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

20230329_194623_photo
Taken on Mar 29, 2023, 2:46 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

20230329_194629_photo
Taken on Mar 29, 2023, 2:46 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

20230329_194700_photo
Taken on Mar 29, 2023, 2:47 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

20230329_194704_photo
Taken on Mar 29, 2023, 2:47 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia



20230329_194718_photo
Taken on Mar 29, 2023, 2:47 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

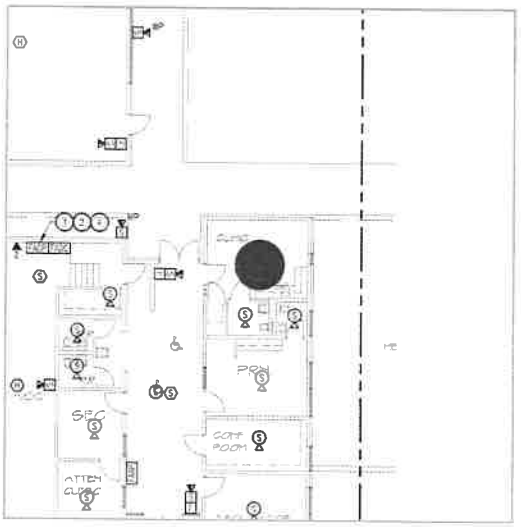
20230329_194751_photo
Taken on Mar 29, 2023, 2:47 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

20230329_195020_photo
Taken on Mar 29, 2023, 2:50 PM CDT
Added on Mar 30, 2023, 8:45 AM CDT
Added by Miguel Garcia

Issue detail

#11: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo pending.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

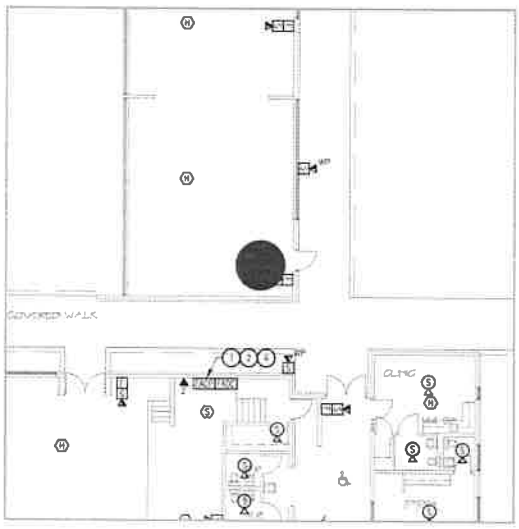
Images

20230329_195532_photo
Taken on Mar 29, 2023, 2:55 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

Issue detail

#12: General

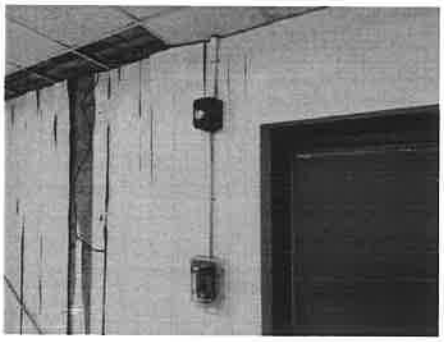
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Match paint pending for demo.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

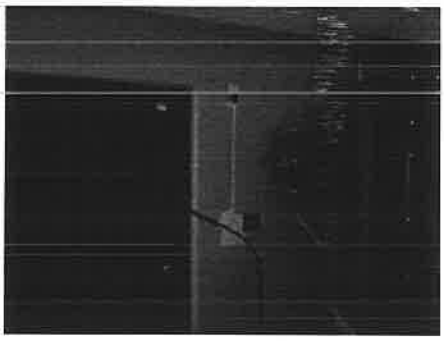


20230329_195731_photo
Taken on Mar 29, 2023, 2:57 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

20230329_195739_photo
Taken on Mar 29, 2023, 2:57 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

20230329_195757_photo
Taken on Mar 29, 2023, 2:57 PM CDT
Added on Mar 30, 2023, 8:46 AM CDT
Added by Miguel Garcia

20230329_195816_photo
Taken on Mar 29, 2023, 2:58 PM CDT
Added on Mar 30, 2023, 8:47 AM CDT
Added by Miguel Garcia

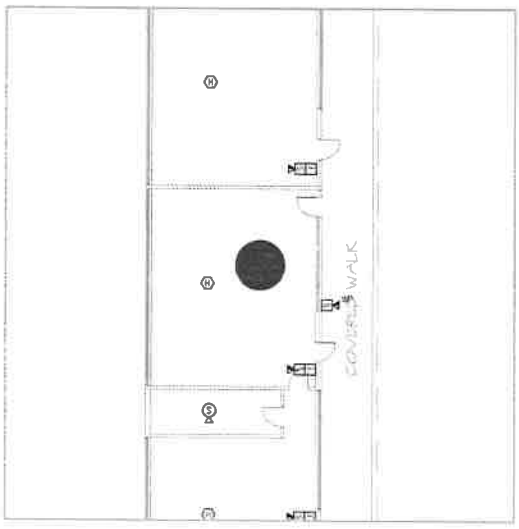


20230329_195835_photo
Taken on Mar 29, 2023, 2:58 PM CDT
Added on Mar 30, 2023, 8:47 AM CDT
Added by Miguel Garcia

Issue detail

#13: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_200040_photo
Taken on Mar 29, 2023, 3:00 PM CDT
Added on Mar 30, 2023, 8:47 AM CDT
Added by Miguel Garcia

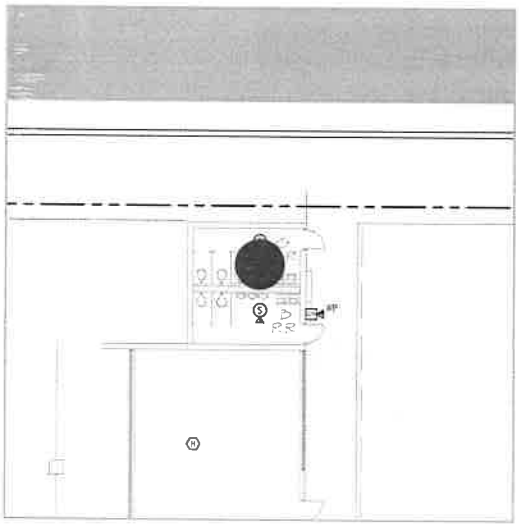
20230329_200044_photo
Taken on Mar 29, 2023, 3:00 PM CDT
Added on Mar 30, 2023, 8:47 AM CDT
Added by Miguel Garcia

MM

Issue detail

#15: General

Status	**Closed**
Type	**PL** Punch List > Punch List



Standard fields

Description	Possible future damages
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_200707_photo
Taken on Mar 29, 2023, 3:07 PM CDT
Added on Mar 30, 2023, 8:47 AM CDT
Added by Miguel Garcia

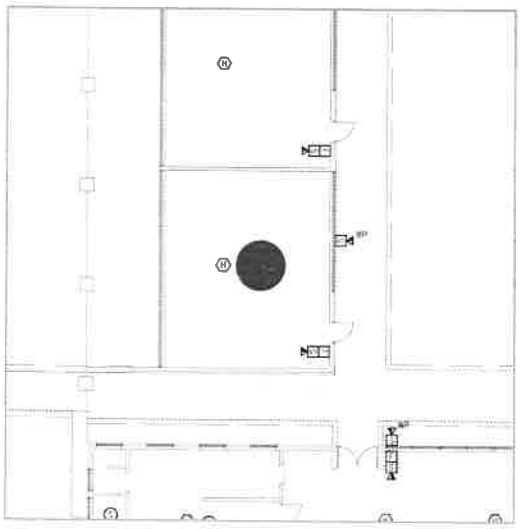
20230329_200725_photo
Taken on Mar 29, 2023, 3:07 PM CDT
Added on Mar 30, 2023, 8:47 AM CDT
Added by Miguel Garcia

MR

Issue detail

#16: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Damaged ceiling tiles due to water leaks. Wall sealant missing.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_201024_photo
Taken on Mar 29, 2023, 3:10 PM CDT
Added on Mar 30, 2023, 8:48 AM CDT
Added by Miguel Garcia

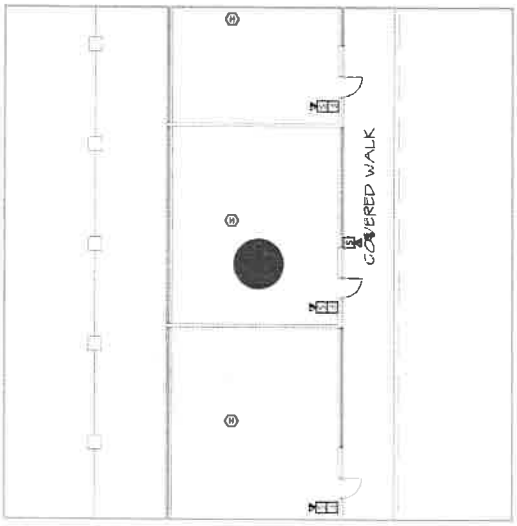
20230329_201035_photo
Taken on Mar 29, 2023, 3:10 PM CDT
Added on Mar 30, 2023, 8:48 AM CDT
Added by Miguel Garcia

20230329_201048_photo
Taken on Mar 29, 2023, 3:10 PM CDT
Added on Mar 30, 2023, 8:48 AM CDT
Added by Miguel Garcia

Issue detail

#17: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	Possible future damage to devices due to water leaks on ceiling
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA101 (FIRE ALARM PLAN- AREAA)**
Root cause	—

Images

20230329_201329_photo
Taken on Mar 29, 2023, 3:13 PM CDT
Added on Mar 30, 2023, 8:48 AM CDT
Added by Miguel Garcia

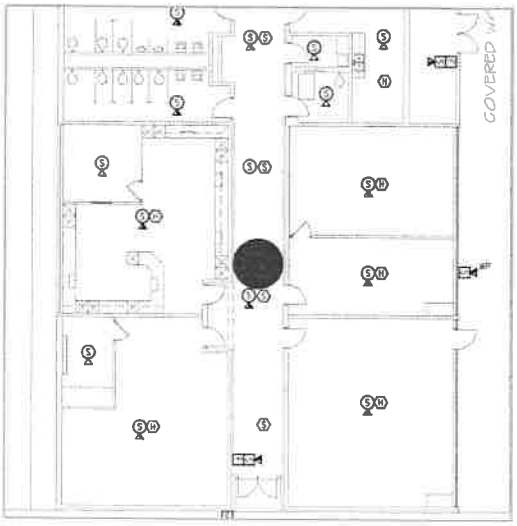
20230329_201333_photo
Taken on Mar 29, 2023, 3:13 PM CDT
Added on Mar 30, 2023, 8:48 AM CDT
Added by Miguel Garcia

20230329_201335_photo
Taken on Mar 29, 2023, 3:13 PM CDT
Added on Mar 30, 2023, 8:48 AM CDT
Added by Miguel Garcia

Issue detail

#18: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAC)**
Root cause	—

Images

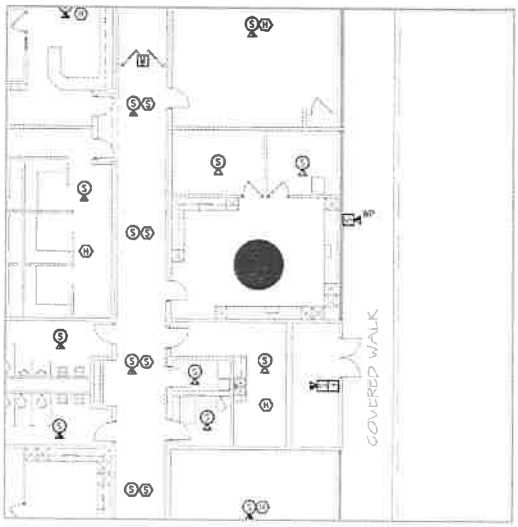
20230329_201703_photo
Taken on Mar 29, 2023, 3:17 PM CDT
Added on Mar 30, 2023, 8:48 AM CDT
Added by Miguel Garcia

20230329_201727_photo
Taken on Mar 29, 2023, 3:17 PM CDT
Added on Mar 30, 2023, 8:48 AM CDT
Added by Miguel Garcia

Issue detail

#19: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Possible future damage to device due to water leak
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAC)**
Root cause	—

Images

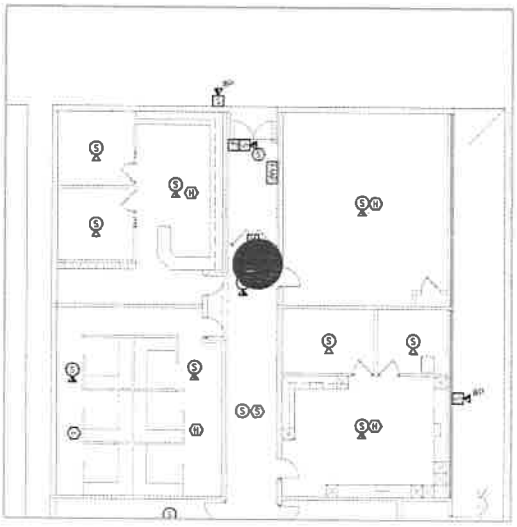
20230329_202116_photo
Taken on Mar 29, 2023, 3:21 PM CDT
Added on Mar 30, 2023, 8:49 AM CDT
Added by Miguel Garcia

20230329_202124_photo
Taken on Mar 29, 2023, 3:21 PM CDT
Added on Mar 30, 2023, 8:49 AM CDT
Added by Miguel Garcia

Issue detail

#20: General

Status	**Open**
Type	PL Punch List > Punch List

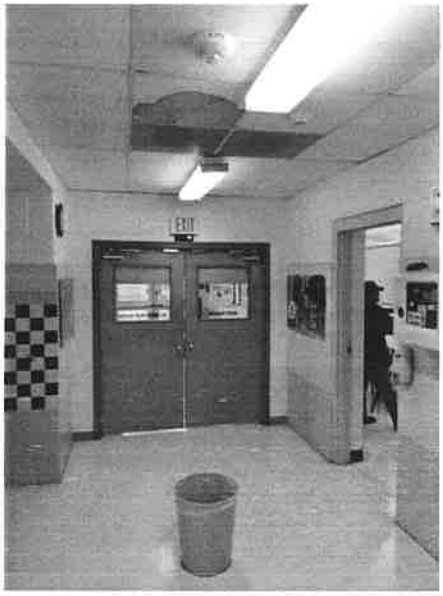


Standard fields

Description	Possible damage to devices.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAC)**
Root cause	—

Images

20230329_202329_photo
Taken on Mar 29, 2023, 3:23 PM CDT
Added on Mar 30, 2023, 8:49 AM CDT
Added by Miguel Garcia

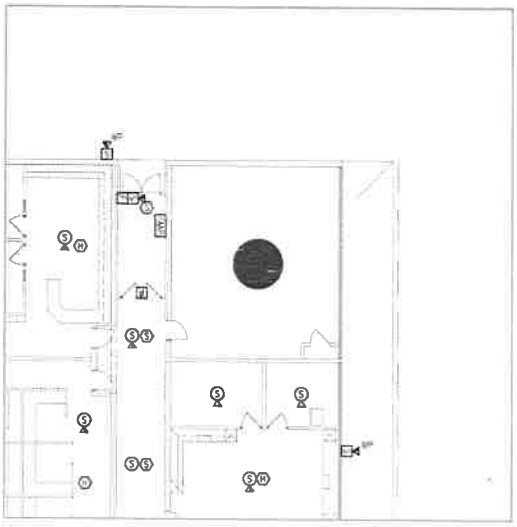


20230329_202334_photo
Taken on Mar 29, 2023, 3:23 PM CDT
Added on Mar 30, 2023, 8:49 AM CDT
Added by Miguel Garcia

Issue detail

#21: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Pending demo
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAC)**
Root cause	—

Images

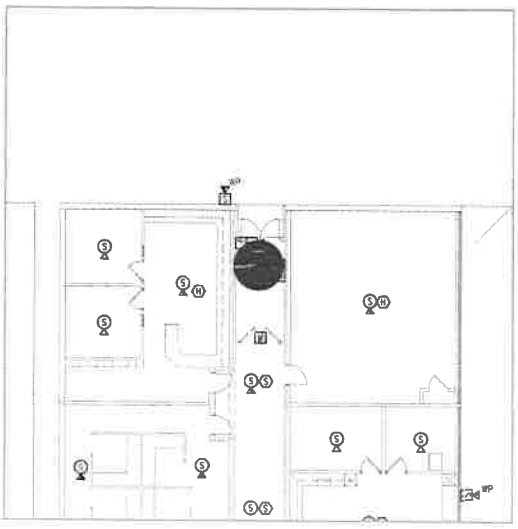
20230329_202443_photo
Taken on Mar 29, 2023, 3:24 PM CDT
Added on Mar 30, 2023, 8:49 AM CDT
Added by Miguel Garcia

20230329_202453_photo
Taken on Mar 29, 2023, 3:24 PM CDT
Added on Mar 30, 2023, 8:49 AM CDT
Added by Miguel Garcia

Issue detail

#22: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Boot to be reinstalled. Blank covers to get adjusted or bigger size.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA103 (FIRE ALARM PLAN- AREAC)**
Root cause	—

Images

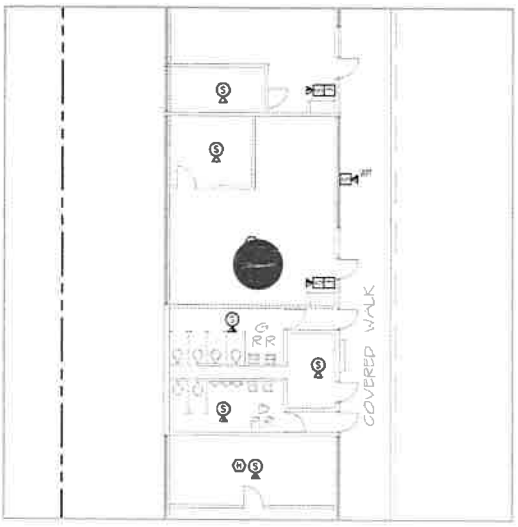
20230329_202724_photo
Taken on Mar 29, 2023, 3:27 PM CDT
Added on Mar 30, 2023, 8:49 AM CDT
Added by Miguel Garcia

20230329_202742_photo
Taken on Mar 29, 2023, 3:27 PM CDT
Added on Mar 30, 2023, 8:49 AM CDT
Added by Miguel Garcia

Issue detail

#23: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Match Paint missing.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_203504_photo
Taken on Mar 29, 2023, 3:35 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

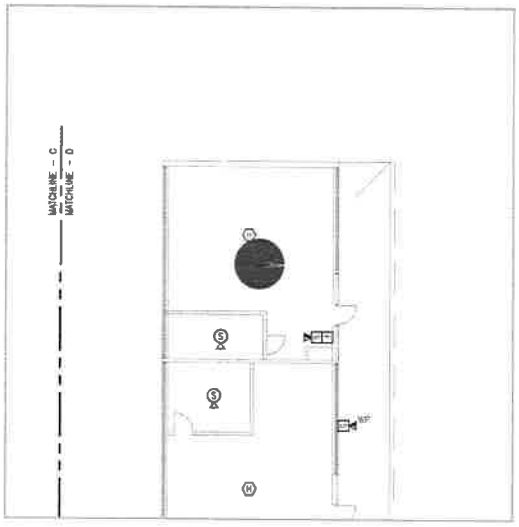
20230329_203513_photo
Taken on Mar 29, 2023, 3:35 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

20230329_203516_photo
Taken on Mar 29, 2023, 3:35 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

Issue detail

#24: General

Status	**Open**
Type	PL Punch List > Punch List

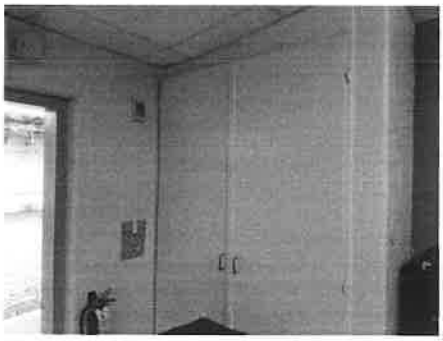


Standard fields

Description	Demo pending.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_203642_photo
Taken on Mar 29, 2023, 3:36 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia



20230329_203647_photo
Taken on Mar 29, 2023, 3:36 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

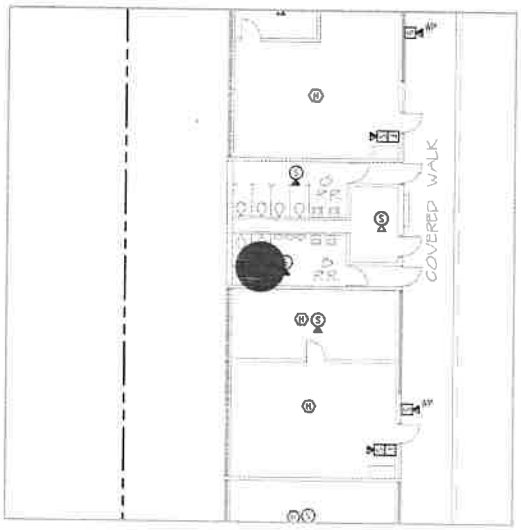
20230329_203653_photo
Taken on Mar 29, 2023, 3:36 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

20230329_203702_photo
Taken on Mar 29, 2023, 3:37 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

Issue detail

#25: General

Status	**Open**
Type	PL Punch List > Punch List

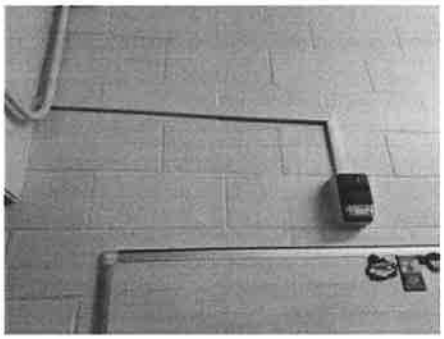


Standard fields

Description	Demo pending
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_203926_photo
Taken on Mar 29, 2023, 3:39 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

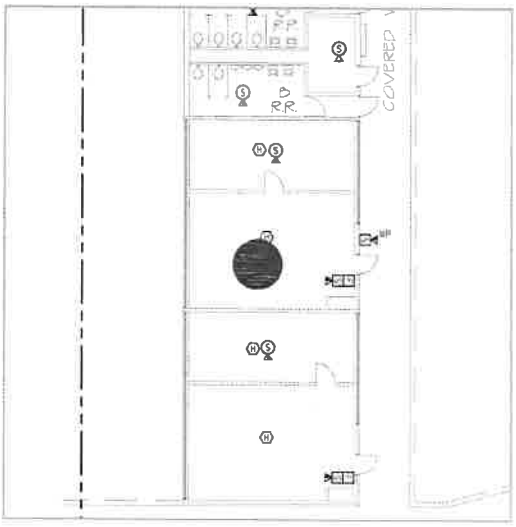


20230329_203931_photo
Taken on Mar 29, 2023, 3:39 PM CDT
Added on Mar 30, 2023, 8:50 AM CDT
Added by Miguel Garcia

Issue detail

#26: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

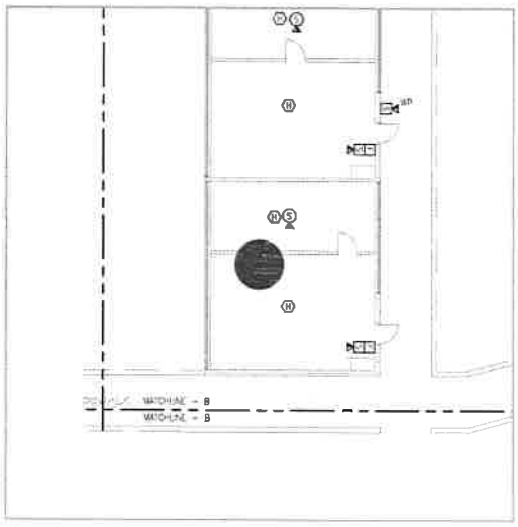
20230329_204105_photo
Taken on Mar 29, 2023, 3:41 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

20230329_204111_photo
Taken on Mar 29, 2023, 3:41 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

Issue detail

#27: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_204214_photo
Taken on Mar 29, 2023, 3:42 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

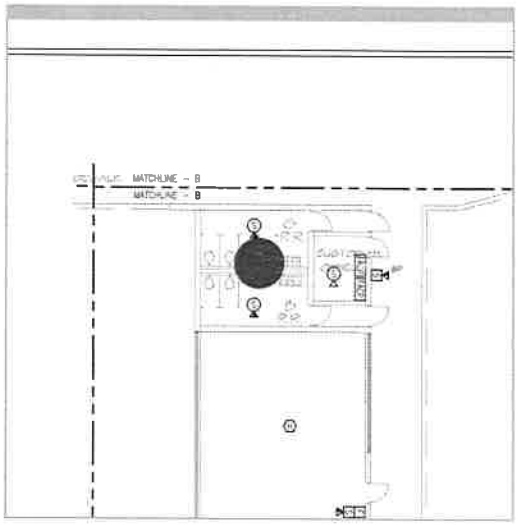
20230329_204228_photo
Taken on Mar 29, 2023, 3:42 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

MR

Issue detail

#28: General

Status	**Closed**
Type	PL Punch List > Punch List

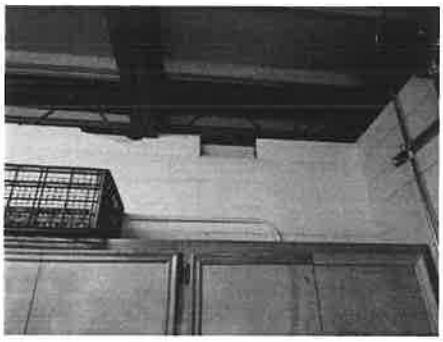


Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

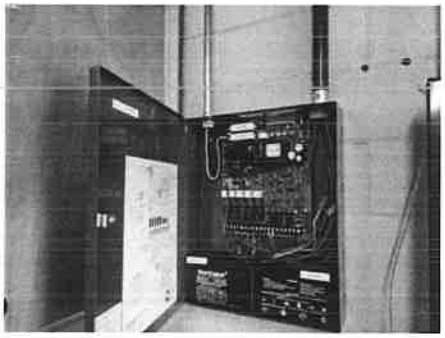
20230329_204434_photo
Taken on Mar 29, 2023, 3:44 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia



20230329_204444_photo
Taken on Mar 29, 2023, 3:44 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

20230329_204450_photo
Taken on Mar 29, 2023, 3:44 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

20230329_204453_photo
Taken on Mar 29, 2023, 3:44 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

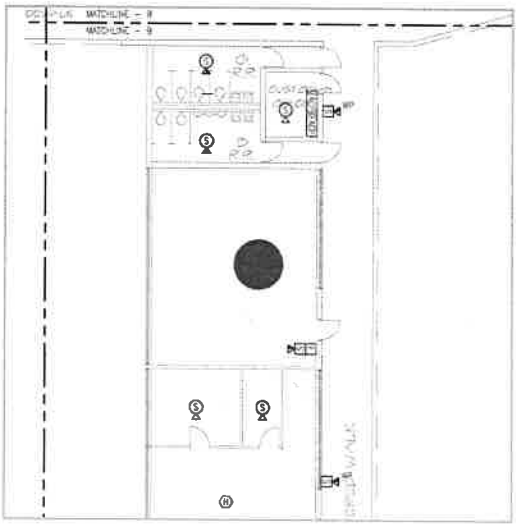


20230329_204505_photo
Taken on Mar 29, 2023, 3:45 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

Issue detail

#29: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Missing device at corner office
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

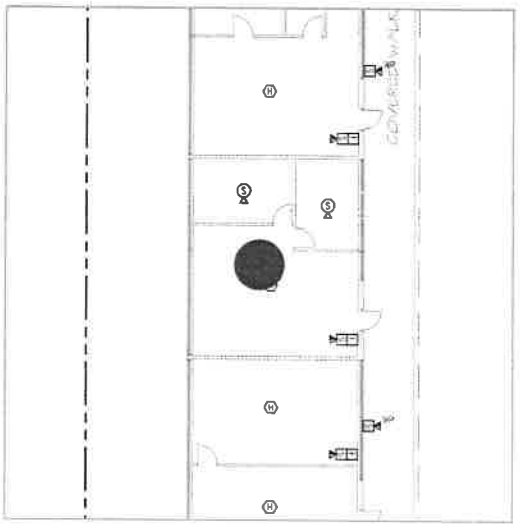
20230329_204716_photo
Taken on Mar 29, 2023, 3:47 PM CDT
Added on Mar 30, 2023, 8:51 AM CDT
Added by Miguel Garcia

20230329_204723_photo
Taken on Mar 29, 2023, 3:47 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia

Issue detail

#30: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

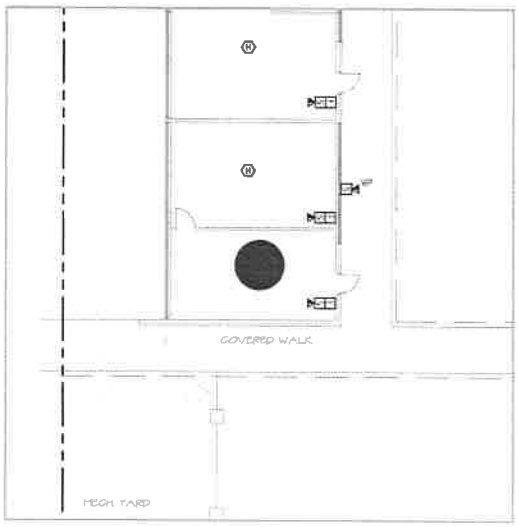
20230329_205156_photo
Taken on Mar 29, 2023, 3:51 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia

20230329_205203_photo
Taken on Mar 29, 2023, 3:52 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia

Issue detail

#31: General

Status	**Closed**
Type	PL Punch List > Punch List



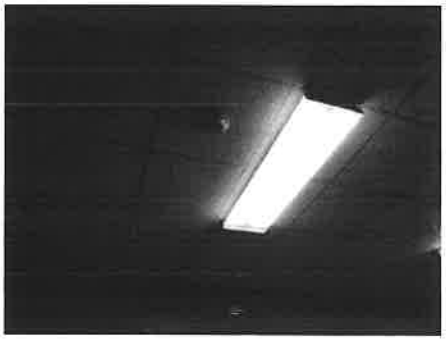
Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_205357_photo
Taken on Mar 29, 2023, 3:53 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia

20230329_205551_photo
Taken on Mar 29, 2023, 3:55 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia



20230329_205554_photo
Taken on Mar 29, 2023, 3:55 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia

Issue detail

#32: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Open ceiling tile.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_205811_photo
Taken on Mar 29, 2023, 3:58 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia

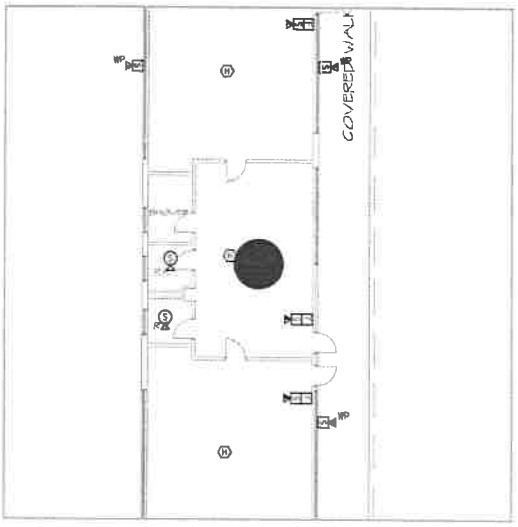
20230329_205814_photo
Taken on Mar 29, 2023, 3:58 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia

20230329_205817_photo
Taken on Mar 29, 2023, 3:58 PM CDT
Added on Mar 30, 2023, 8:52 AM CDT
Added by Miguel Garcia

Issue detail

#33: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Open ceiling tile.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

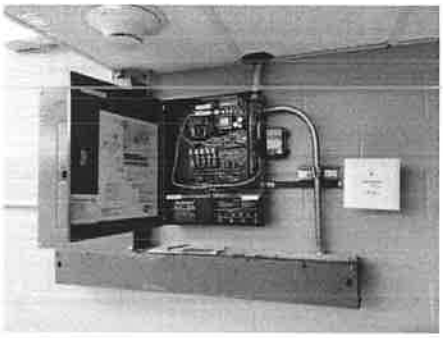
Images

20230329_205930_photo
Taken on Mar 29, 2023, 3:59 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

20230329_205936_photo
Taken on Mar 29, 2023, 3:59 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

20230329_205950_photo
Taken on Mar 29, 2023, 3:59 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

20230329_210006_photo
Taken on Mar 29, 2023, 4:00 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

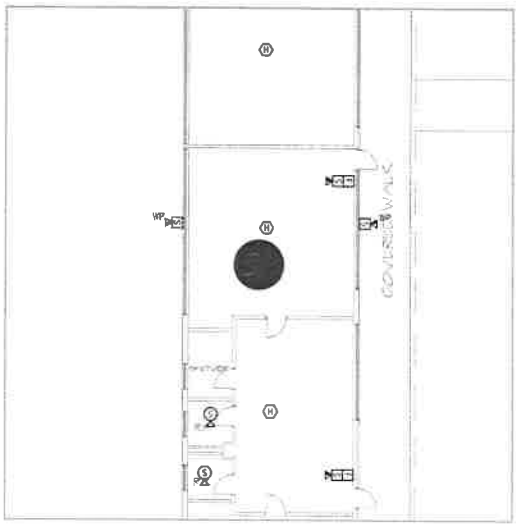


20230329_210025_photo
Taken on Mar 29, 2023, 4:00 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

Issue detail

#34: General

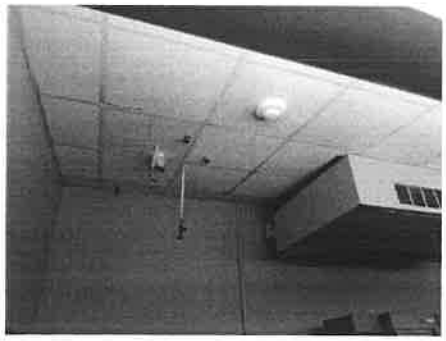
Status	**Closed**
Type	PL Punch List > Punch List



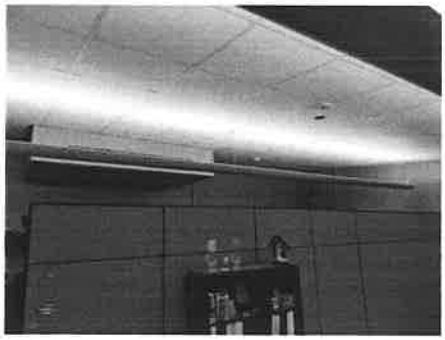
Standard fields

Description	—
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images



20230329_210149_photo
Taken on Mar 29, 2023, 4:01 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia



20230329_210158_photo
Taken on Mar 29, 2023, 4:01 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

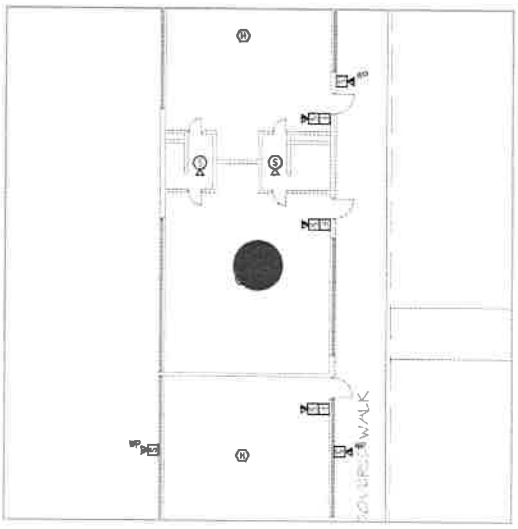
20230329_210202_photo
Taken on Mar 29, 2023, 4:02 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

MR

Issue detail

#35: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo missing
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

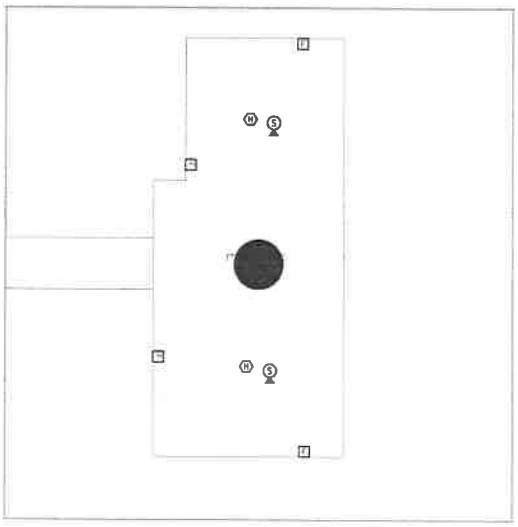
20230329_210459_photo
Taken on Mar 29, 2023, 4:04 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

20230329_210601_photo
Taken on Mar 29, 2023, 4:06 PM CDT
Added on Mar 30, 2023, 8:53 AM CDT
Added by Miguel Garcia

Issue detail

#36: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Missing pull station on back doors. Demo match paint missing.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_210810_photo
Taken on Mar 29, 2023, 4:08 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

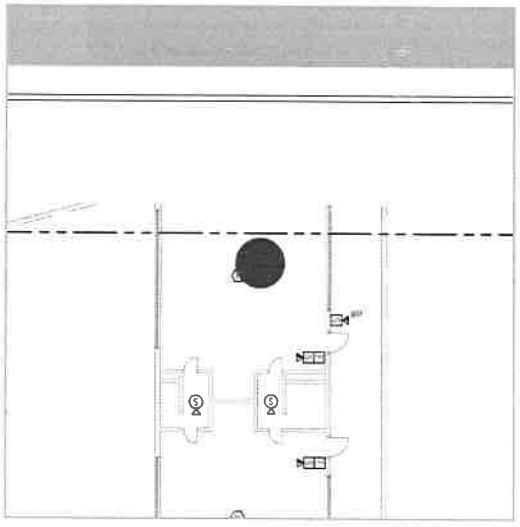
20230329_210816_photo
Taken on Mar 29, 2023, 4:08 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

20230329_210832_photo
Taken on Mar 29, 2023, 4:08 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

Issue detail

#37: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Open ceiling tile.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA102 (FIRE ALARM PLAN- AREAB)**
Root cause	—

Images

20230329_211059_photo
Taken on Mar 29, 2023, 4:10 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

20230329_211104_photo
Taken on Mar 29, 2023, 4:11 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

20230329_211115_photo
Taken on Mar 29, 2023, 4:11 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

Issue detail

#38: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Device installed on old ceiling tile. Paint missing.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_211247_photo
Taken on Mar 29, 2023, 4:12 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

20230329_211310_photo
Taken on Mar 29, 2023, 4:13 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

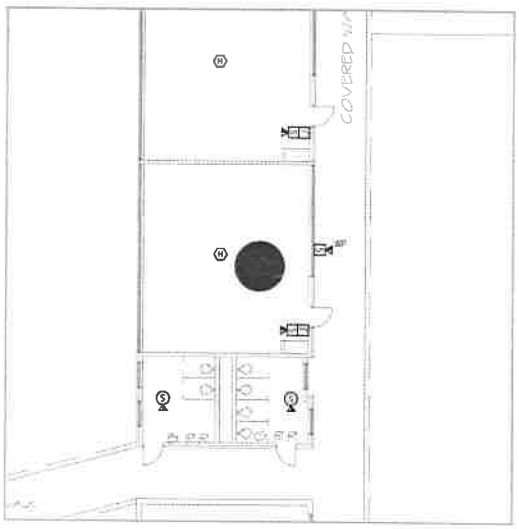
20230329_211317_photo
Taken on Mar 29, 2023, 4:13 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

MR

Issue detail

#39: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Missing match paint.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_211529_photo
Taken on Mar 29, 2023, 4:15 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

20230329_211534_photo
Taken on Mar 29, 2023, 4:15 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

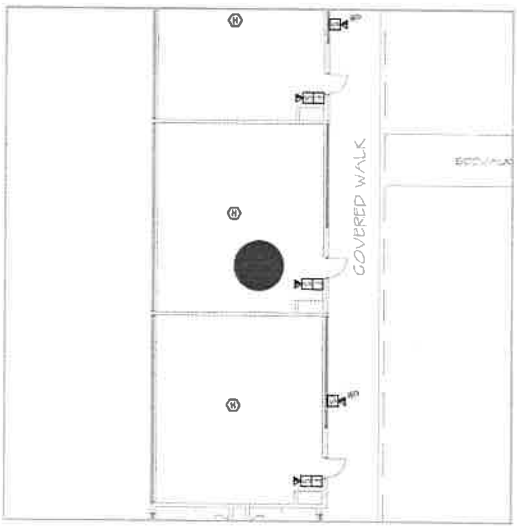
20230329_211541_photo
Taken on Mar 29, 2023, 4:15 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

20230329_211546_photo
Taken on Mar 29, 2023, 4:15 PM CDT
Added on Mar 30, 2023, 8:54 AM CDT
Added by Miguel Garcia

Issue detail

#40: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo missing.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_211702_photo
Taken on Mar 29, 2023, 4:17 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

20230329_211706_photo
Taken on Mar 29, 2023, 4:17 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

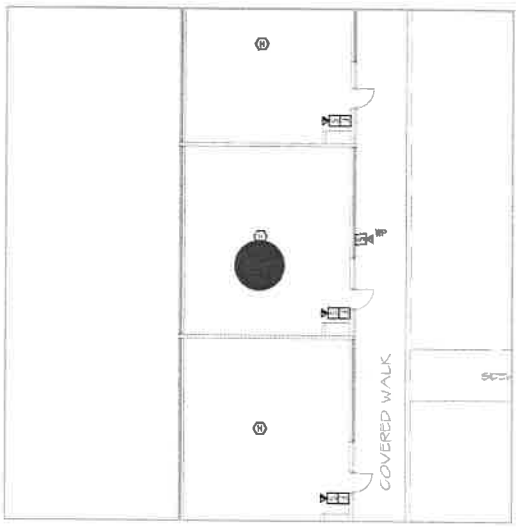
20230329_211708_photo
Taken on Mar 29, 2023, 4:17 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

20230329_211714_photo
Taken on Mar 29, 2023, 4:17 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

Issue detail

#41: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Match paint.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

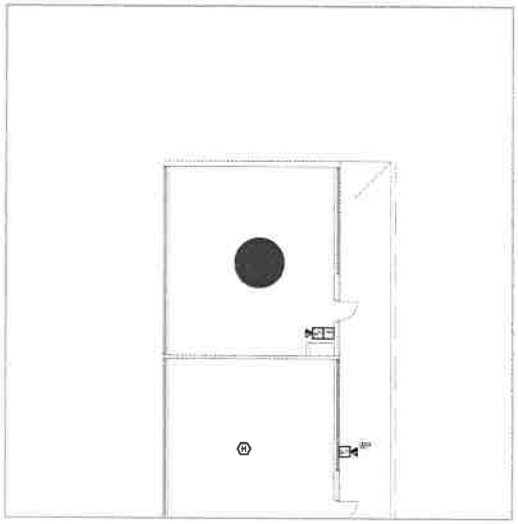
Images

20230329_211852_photo
Taken on Mar 29, 2023, 4:18 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

Issue detail

#42: General

Status	**Open**
Type	PL Punch List > Punch List



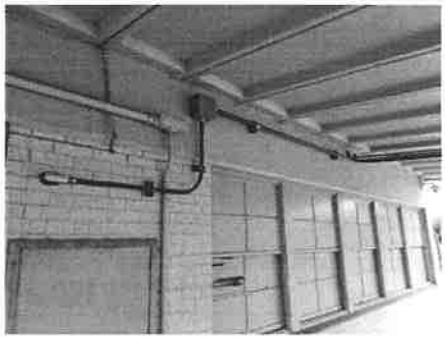
Standard fields

Description	Match paint
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_211946_photo
Taken on Mar 29, 2023, 4:19 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

20230329_211958_photo
Taken on Mar 29, 2023, 4:19 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia



20230329_212009_photo
Taken on Mar 29, 2023, 4:20 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

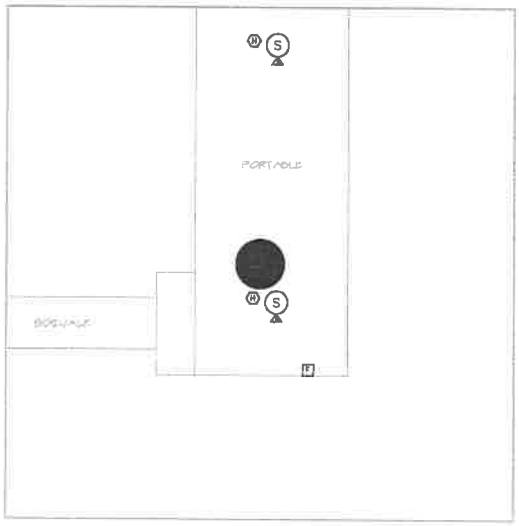
20230329_212011_photo
Taken on Mar 29, 2023, 4:20 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

MR

Issue detail

#43: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Relocate two smoke detectors to corridor
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 30, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- AREAD)**
Root cause	—

Images

20230329_212128_photo
Taken on Mar 29, 2023, 4:21 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

20230329_212134_photo
Taken on Mar 29, 2023, 4:21 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

20230329_212325_photo
Taken on Mar 29, 2023, 4:23 PM CDT
Added on Mar 30, 2023, 8:55 AM CDT
Added by Miguel Garcia

Issue detail

MISD Travis FA Project. Halff Associates Back Punch Report.

Created on	Jul 26, 2023, 11:33 AM CDT
Created by	**Miguel Garcia**
Total items	35
Sorted by	Due date (Descending)
Filtered by	Status (Open)

Issue detail

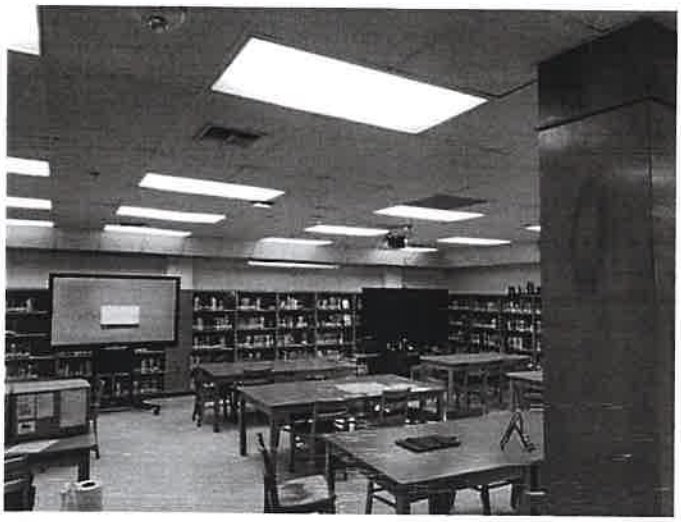
#57: Fire Alarm

Status	**Open**
Type	OQ Observation > Quality

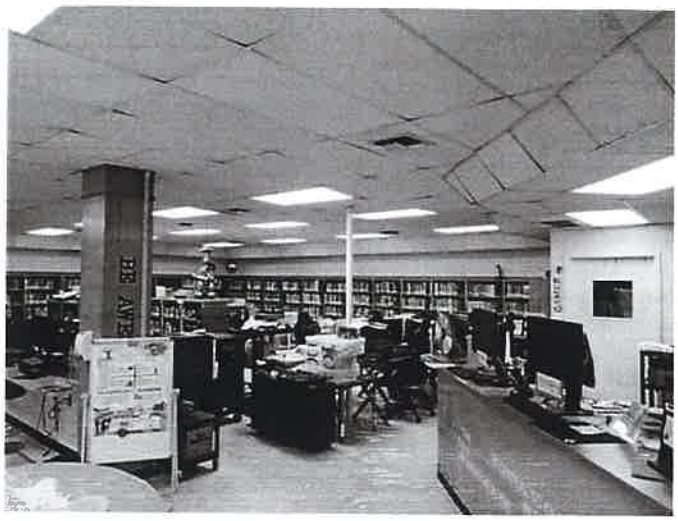
Standard fields

Description	Open ceiling tiles throughout second floor.
Assigned to	—
Created by	**Miguel Garcia** (Halff Associates)
Created on	Jul 24, 2023
Location	—
Location details	—
Due date	—
Start date	—
Placement	**FA104 (FIRE ALARM PLAN- 2ND FLOOR AREAB)**
Root cause	—

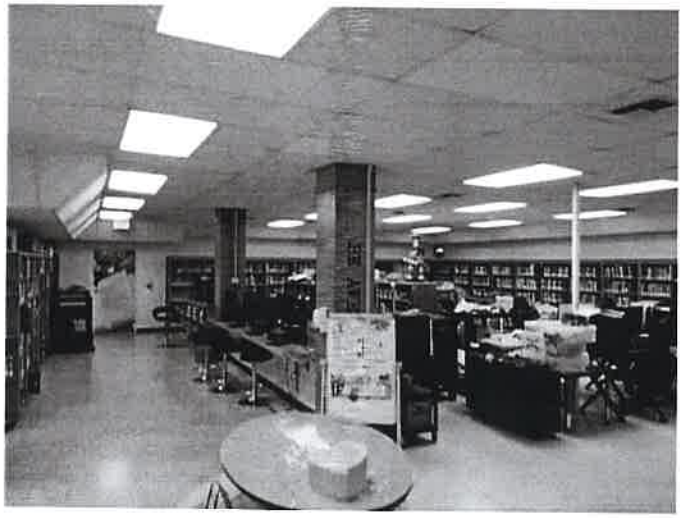
Images



20230403_185228_photo
Taken on Apr 3, 2023, 1:52 PM CDT
Added on Apr 3, 2023, 6:09 PM CDT
Added by Miguel Garcia



20230403_185234_photo
Taken on Apr 3, 2023, 1:52 PM CDT
Added on Apr 3, 2023, 6:09 PM CDT
Added by Miguel Garcia



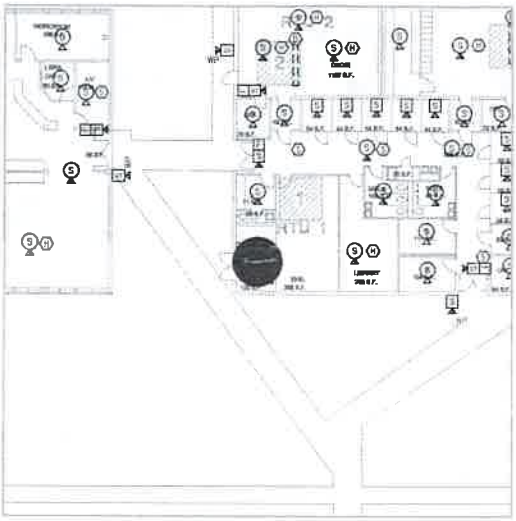
20230403_185236_photo
Taken on Apr 3, 2023, 1:52 PM CDT
Added on Apr 3, 2023, 6:09 PM CDT
Added by Miguel Garcia

20230403_185402_photo
Taken on Apr 3, 2023, 1:54 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

Issue detail

#35: General

Status	**Open**
Type	OQ Observation > Quality



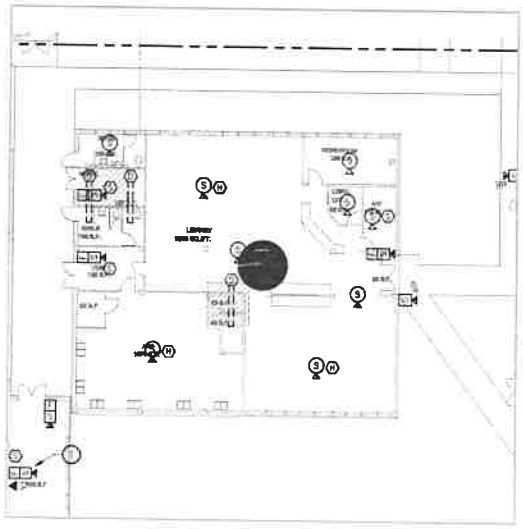
Standard fields

Description	Demo missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Issue detail

#34: General

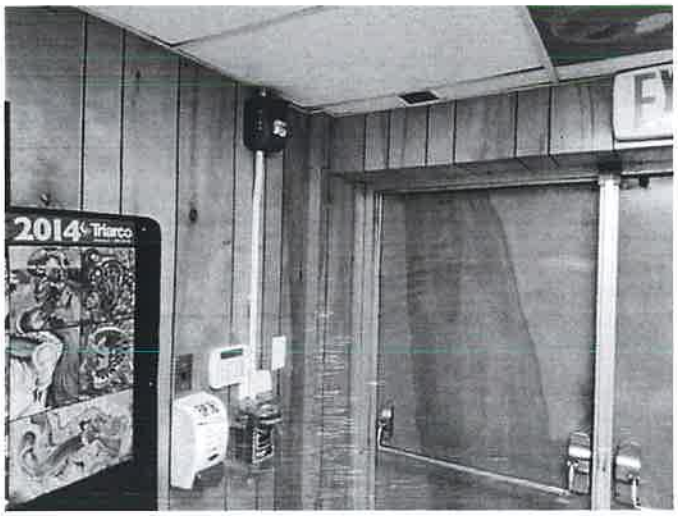
Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Make use of j-hooks at plenum space. No ladder available.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 3, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

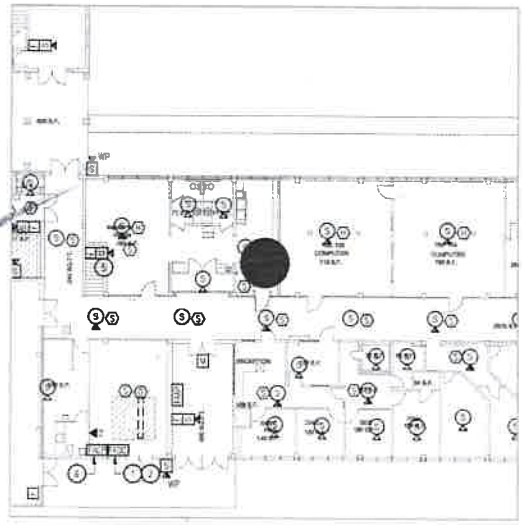


20230403_184729_photo
Taken on Apr 3, 2023, 1:47 PM CDT
Added on Apr 3, 2023, 6:08 PM CDT
Added by Miguel Garcia

Issue detail

#1: General

Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Bushings missing at voice evac panel. No labels at batteries. Service loop to be relocated closer to FACP. Pending
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230724_192128_photo
Taken on Jul 24, 2023, 2:21 PM CDT
Added on Jul 24, 2023, 5:38 PM CDT
Added by Miguel Garcia

Images

20230331_183948_photo
Taken on Mar 31, 2023, 1:39 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

20230331_184002_photo
Taken on Mar 31, 2023, 1:40 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

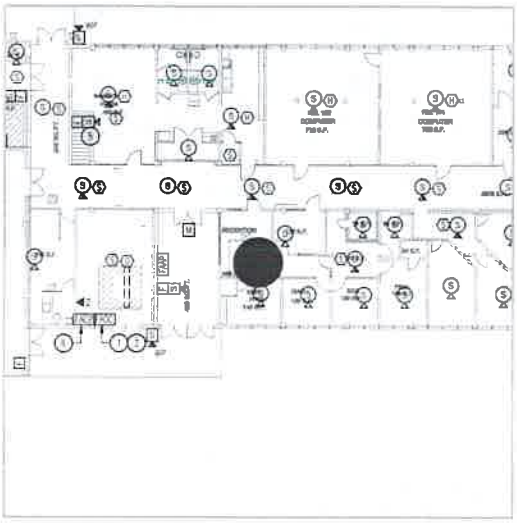
20230331_184025_photo
Taken on Mar 31, 2023, 1:40 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

20230331_184035_photo
Taken on Mar 31, 2023, 1:40 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#6: General

Status	**Open**
Type	OQ Observation > Quality



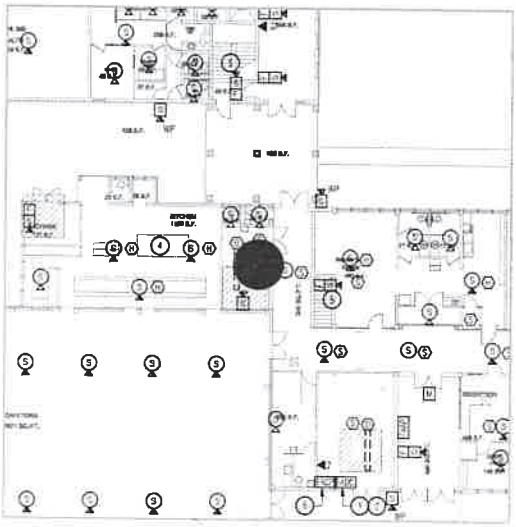
Standard fields

Description	Confirm all devices are fixed in space with ceiling tiles. Replace tiles at existing device locations after demo.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Issue detail

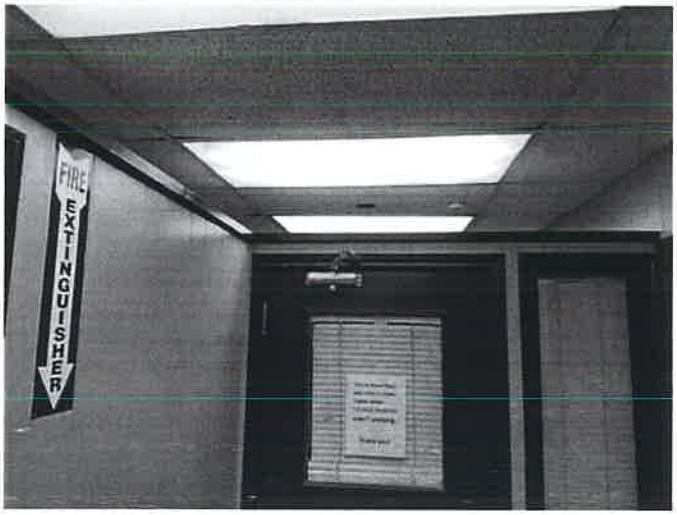
#8: General

Status	**Open**
Type	OQ Observation > Quality



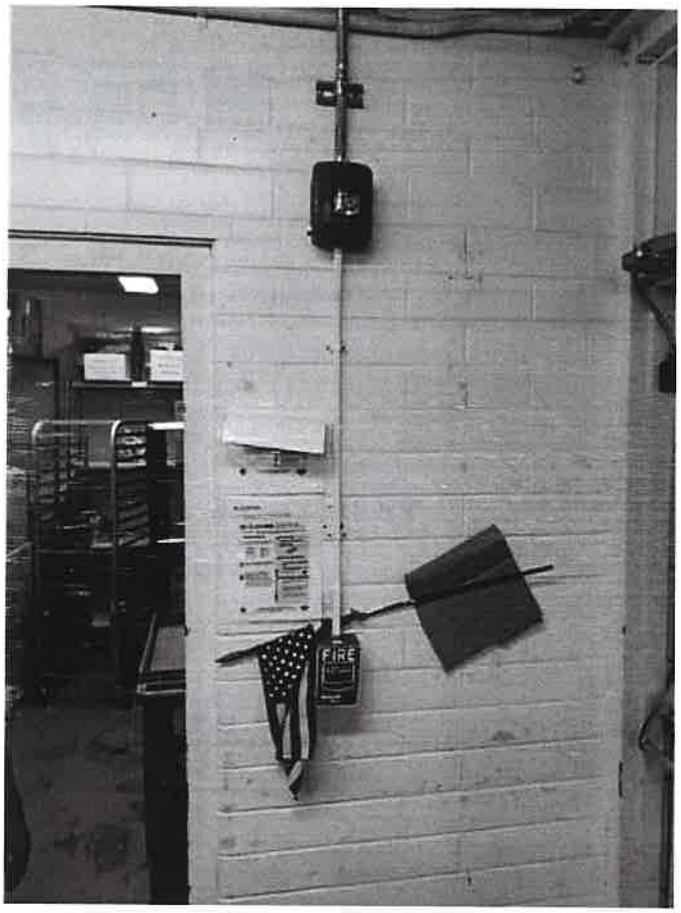
Standard fields

Description	Replace raceway with emt, paint and seal ends. Add cover to protect against door jams.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation



20230724_192333_photo
Taken on Jul 24, 2023, 2:23 PM CDT
Added on Jul 24, 2023, 5:38 PM CDT
Added by Miguel Garcia

Images

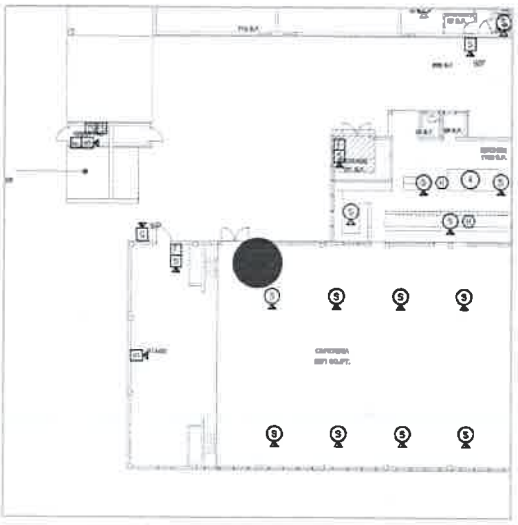


20230331_184758_photo
Taken on Mar 31, 2023, 1:47 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

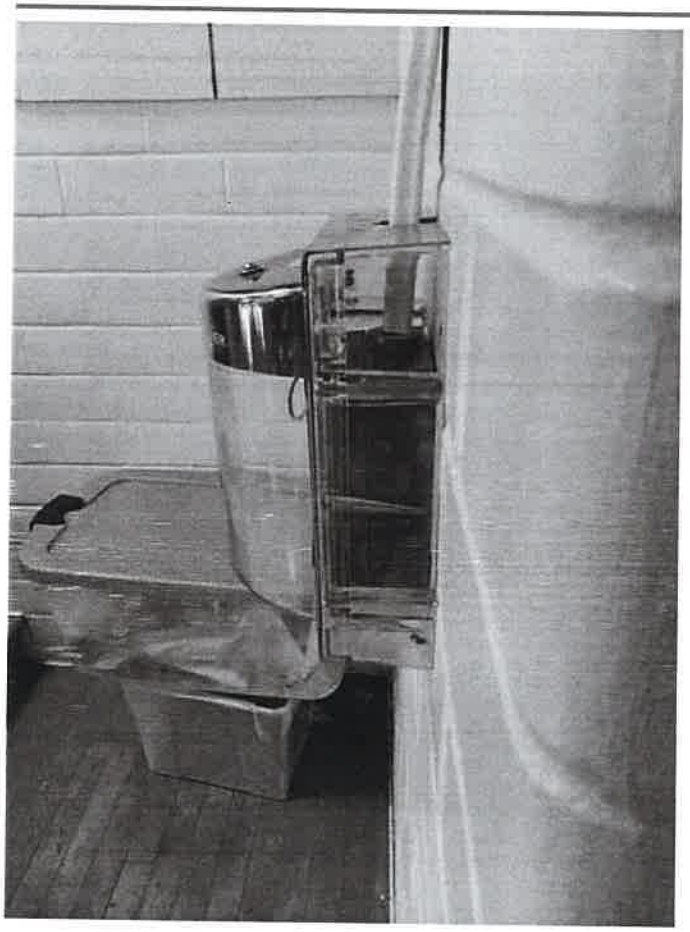
#12: General

Status	**Open**
Type	OQ Observation > Quality

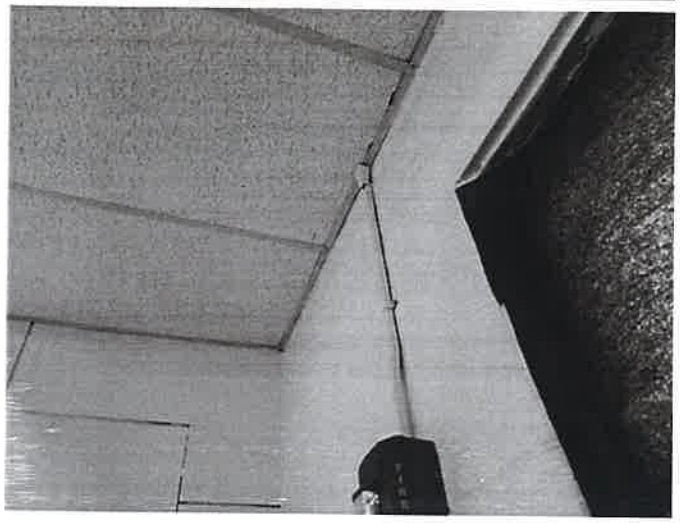


Standard fields

Description	Typical to all terminations at boxes. Terminate, seal and protect cabling. Still pending.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation



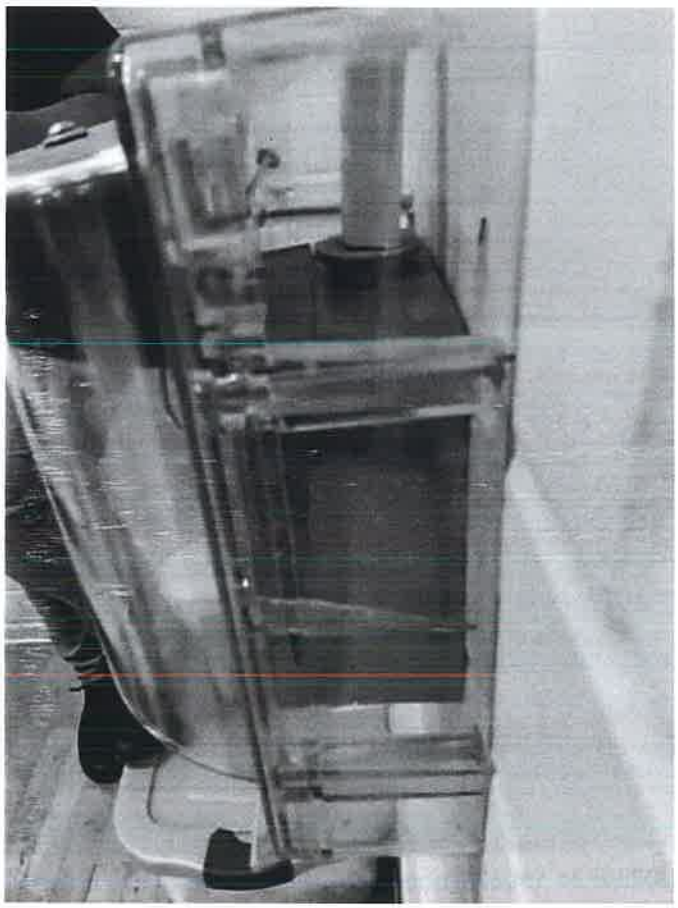
20230724_190628_photo
Taken on Jul 24, 2023, 2:06 PM CDT
Added on Jul 24, 2023, 5:37 PM CDT
Added by Miguel Garcia



20230724_190656_photo
Taken on Jul 24, 2023, 2:06 PM CDT
Added on Jul 24, 2023, 5:37 PM CDT
Added by Miguel Garcia

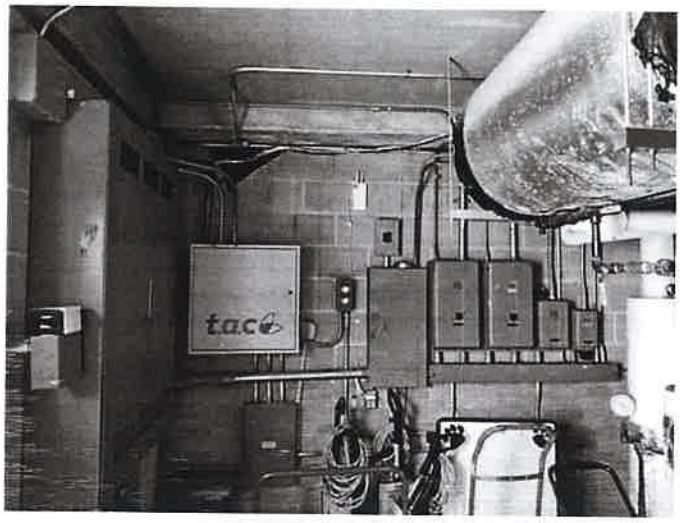
Images

20230331_190625_photo
Taken on Mar 31, 2023, 2:06 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

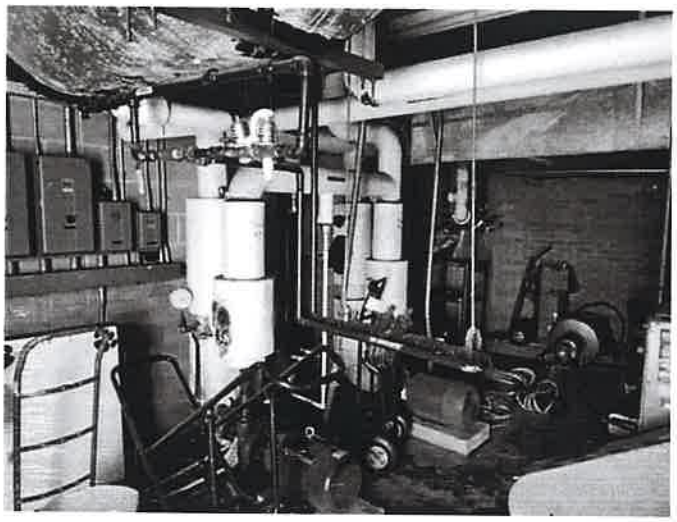


20230331_190639_photo
Taken on Mar 31, 2023, 2:06 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

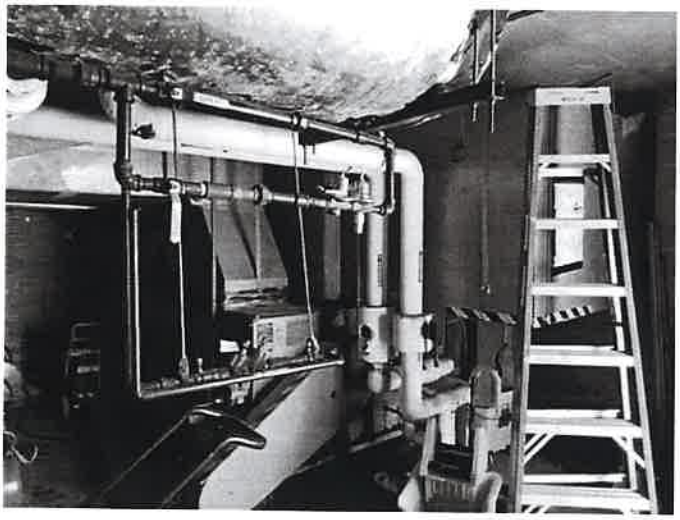
Images



20230331_191122_photo
Taken on Mar 31, 2023, 2:11 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia



20230331_191125_photo
Taken on Mar 31, 2023, 2:11 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

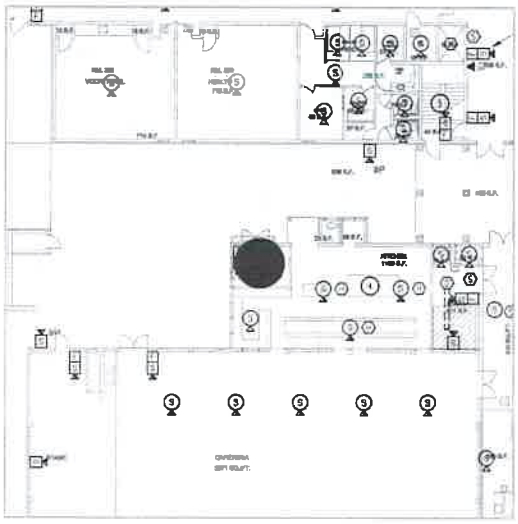


20230331_191133_photo
Taken on Mar 31, 2023, 2:11 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

Issue detail

#13: General

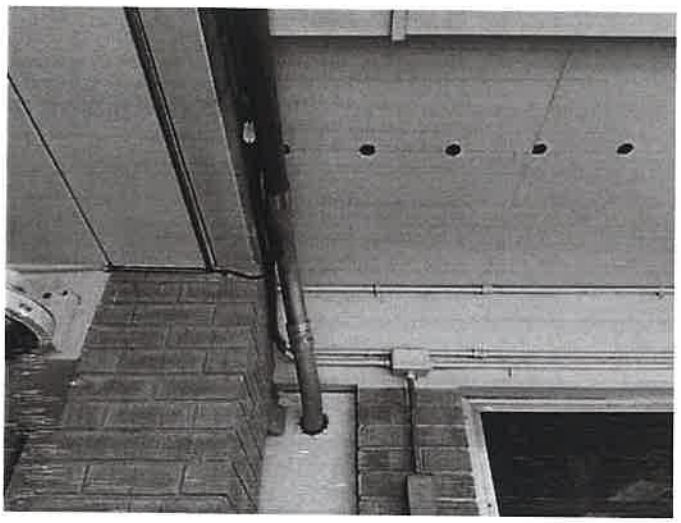
Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Duct detector, space smoke detector at electrical panel, pull station and strobe missing per all construction docs.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images



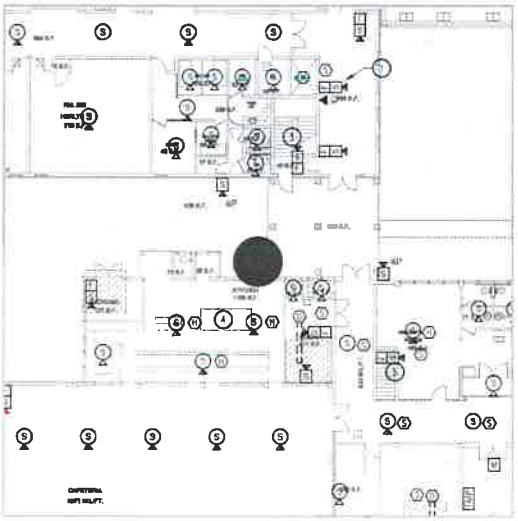
20230331_192209_photo
Taken on Mar 31, 2023, 2:22 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_192215_photo
Taken on Mar 31, 2023, 2:22 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

Issue detail

#15: General

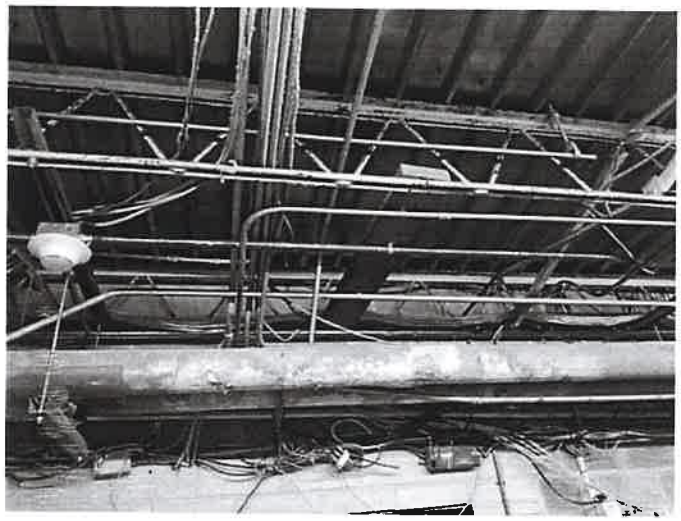
Status	**Open**
Type	OQ Observation > Quality



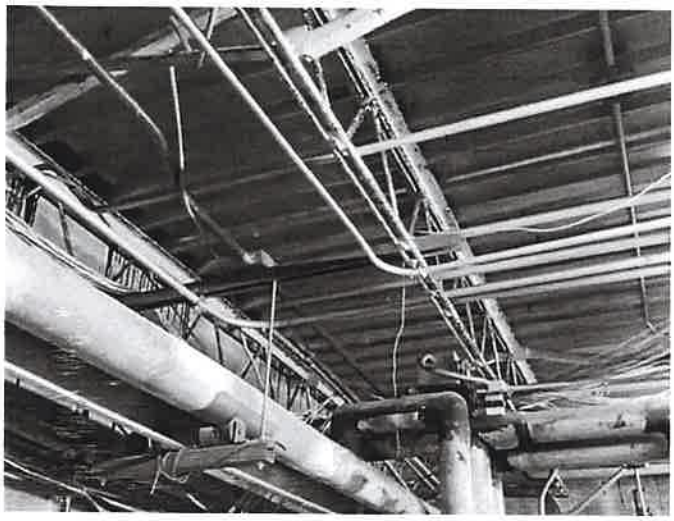
Standard fields

Description	Strap of conduit and sealing missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

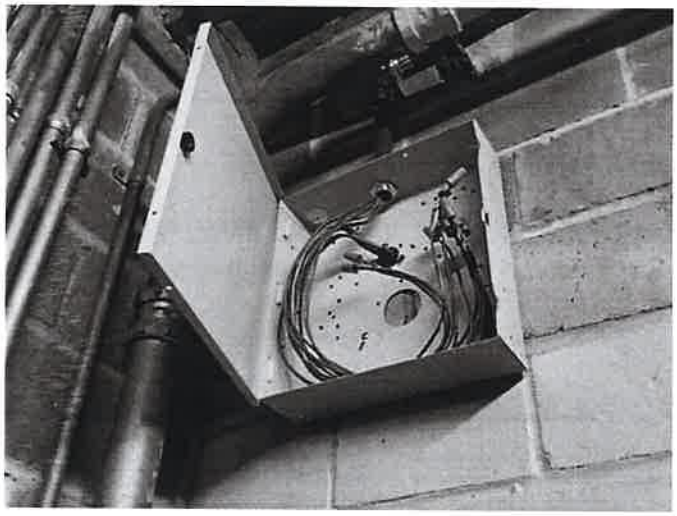


20230331_192543_photo
Taken on Mar 31, 2023, 2:25 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia



20230331_192600_photo
Taken on Mar 31, 2023, 2:26 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

20230331_192624_photo
Taken on Mar 31, 2023, 2:26 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia



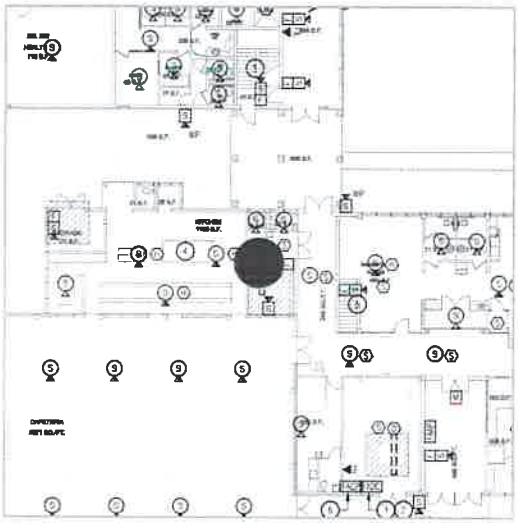
20230331_192651_photo
Taken on Mar 31, 2023, 2:26 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

206

Issue detail

#16: General

Status	**Open**
Type	OQ Observation > Quality



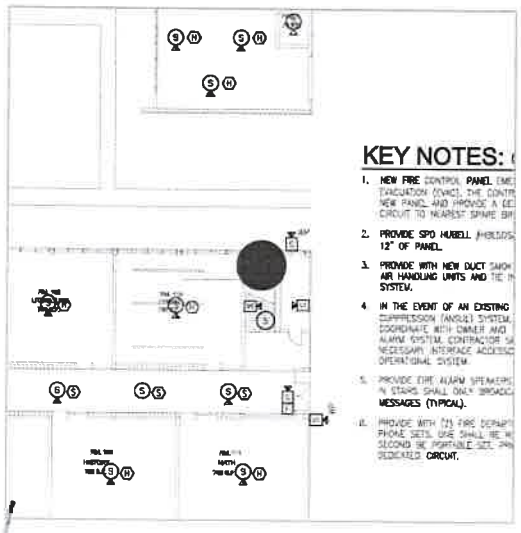
Standard fields

Description	Conduit straps, bushings, knockouts, unistruts, jbox cover missing. Fix wall pentration. To finish up running cabling.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Issue detail

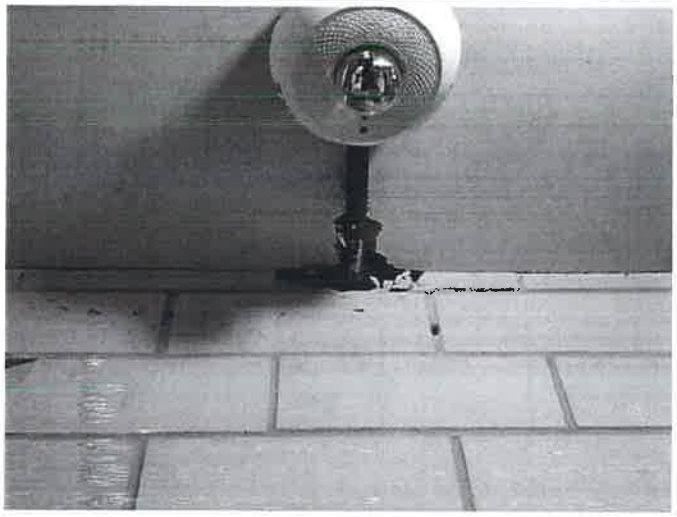
#19: General

Status	**Open**
Type	OQ Observation > Quality

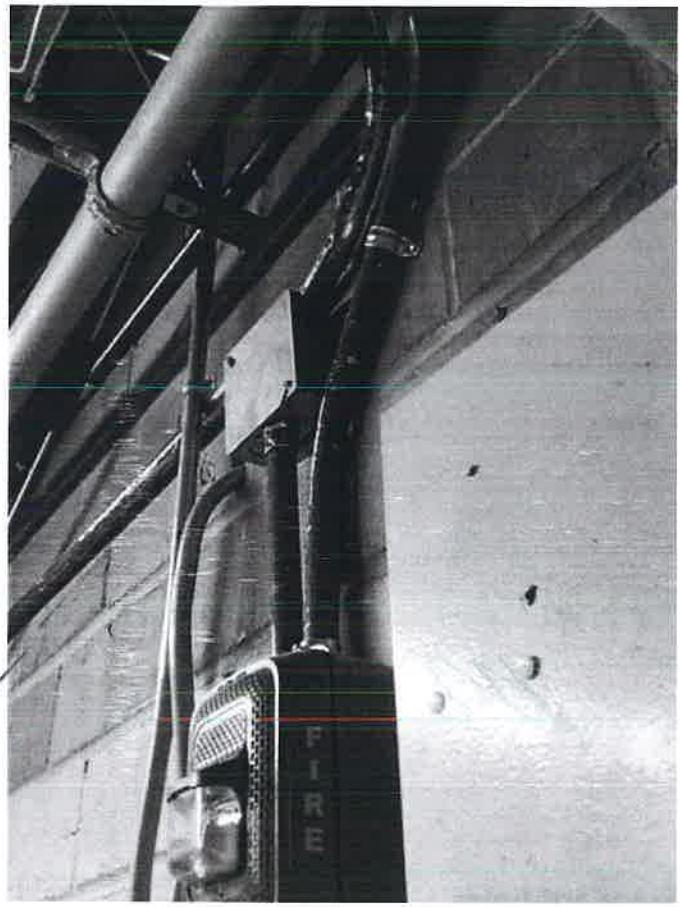


Standard fields

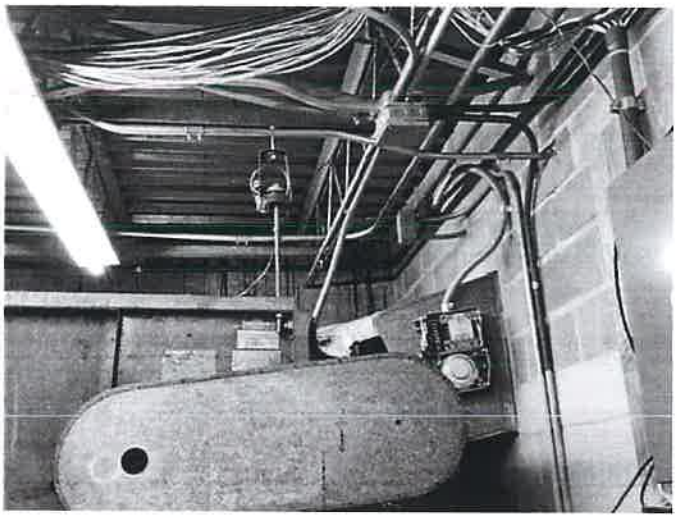
Description	Demo pending.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation



20230331_192713_photo
Taken on Mar 31, 2023, 2:27 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia



20230331_192737_photo
Taken on Mar 31, 2023, 2:27 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

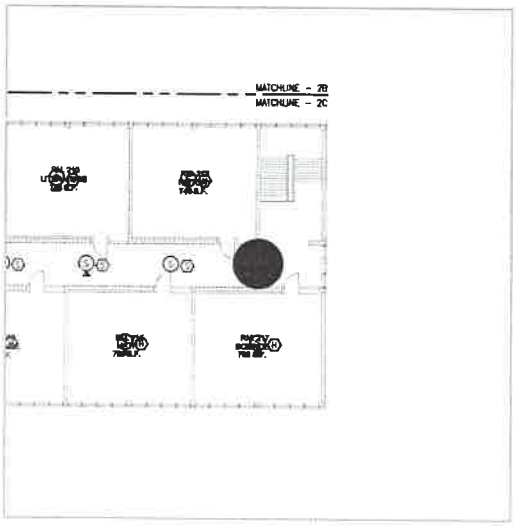


20230331_192748_photo
Taken on Mar 31, 2023, 2:27 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

Issue detail

#21: General

Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Confirm all existing cabling to be demo, new cabling not resting on top of ceiling tiles and seal wall penetrations. No ladder available.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_195017_photo
Taken on Mar 31, 2023, 2:50 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

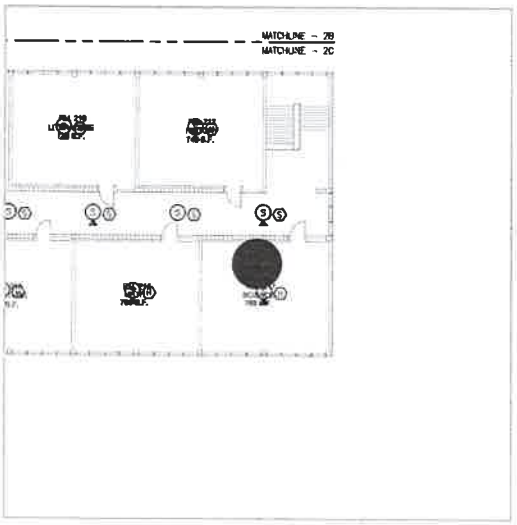
20230724_192717_photo
Taken on Jul 24, 2023, 2:27 PM CDT
Added on Jul 24, 2023, 5:38 PM CDT
Added by Miguel Garcia

Issue detail

#22: General

halff

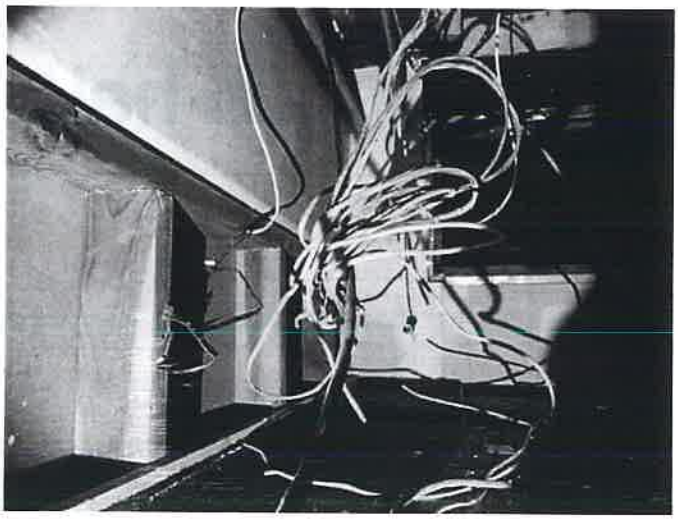
Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Seal off wall penetrations. No ladder available.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images

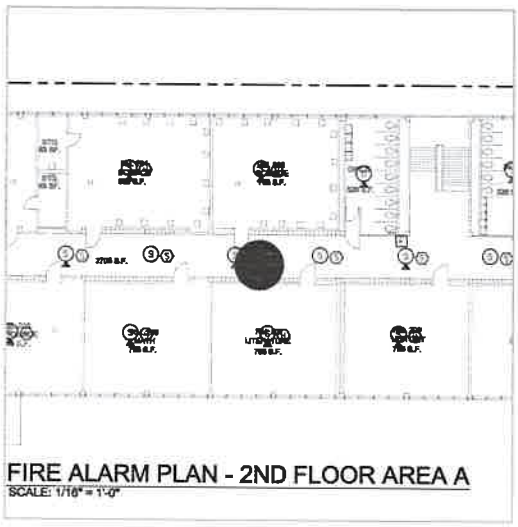


20230331_195602_photo
Taken on Mar 31, 2023, 2:56 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#24: General

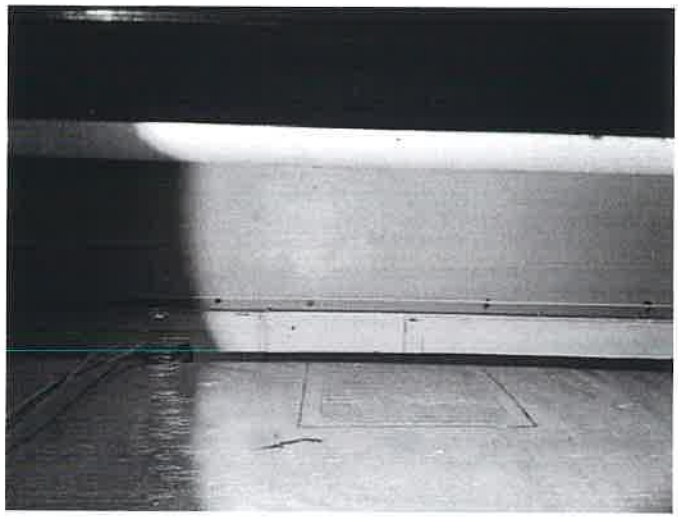
Status	**Open**
Type	OQ Observation > Quality



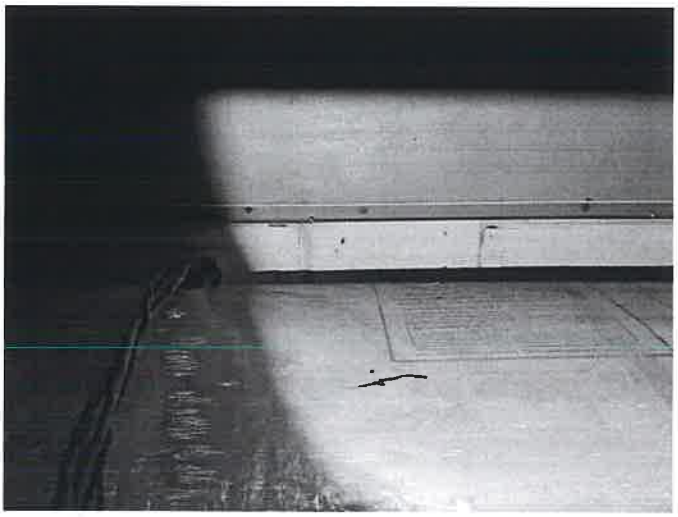
Standard fields

Description	Typical. Fix devices falling off ceiling tiles. Demo existing cabling. Paint and finish existing device locations. No ladder available.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images



20230331_195955_photo
Taken on Mar 31, 2023, 2:59 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

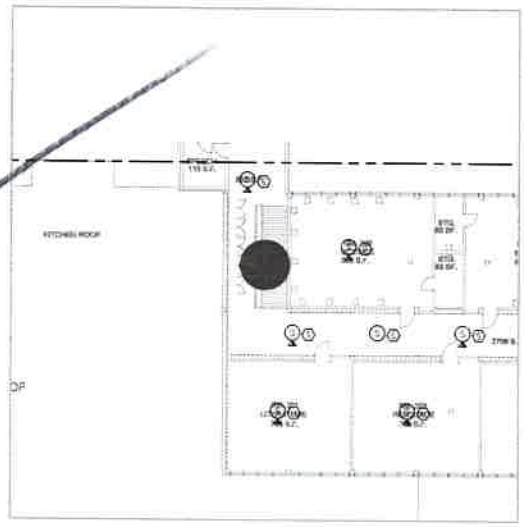


20230331_200007_photo
Taken on Mar 31, 2023, 3:00 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#25: General

Status	**Open**
Type	OQ Observation > Quality

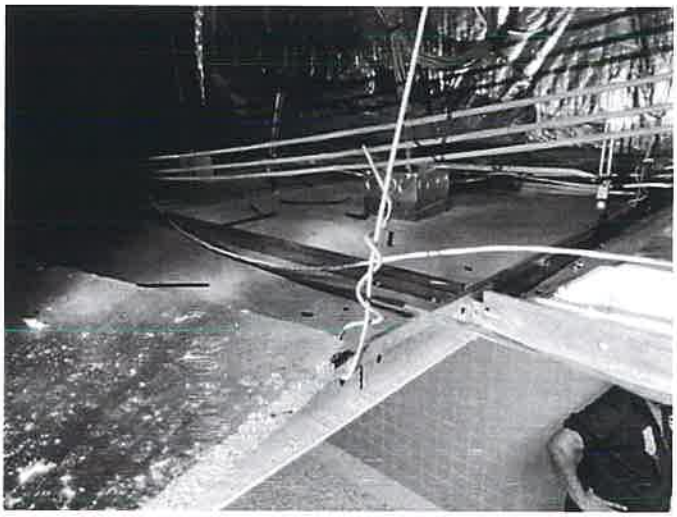


Standard fields

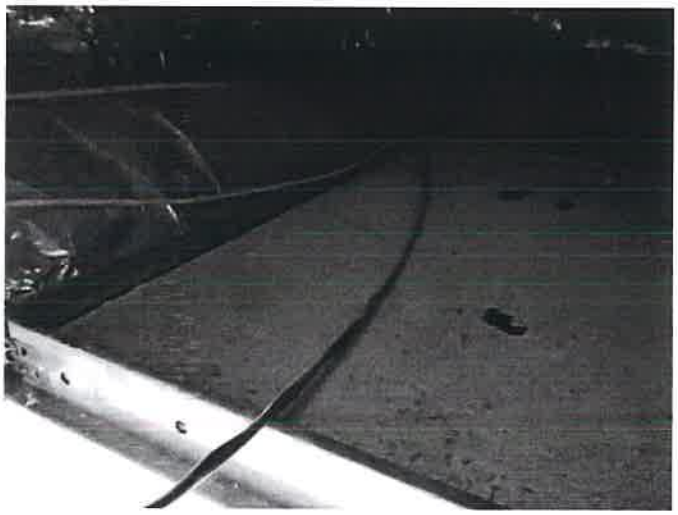
Description	Finish up demo.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_200557_photo
Taken on Mar 31, 2023, 3:05 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia



20230331_200800_photo
Taken on Mar 31, 2023, 3:08 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia



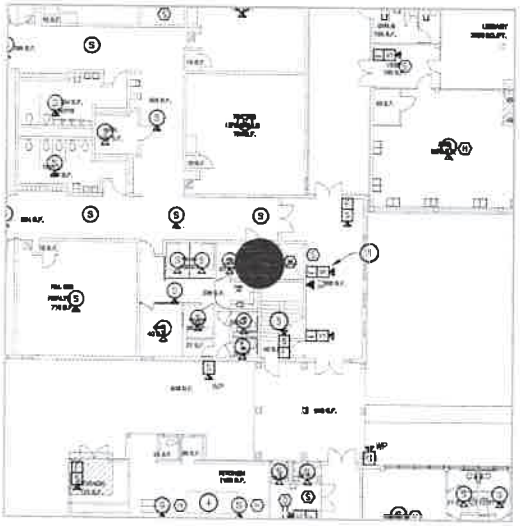
20230331_200810_photo
Taken on Mar 31, 2023, 3:08 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

20230331_200953_photo
Taken on Mar 31, 2023, 3:09 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#27: General

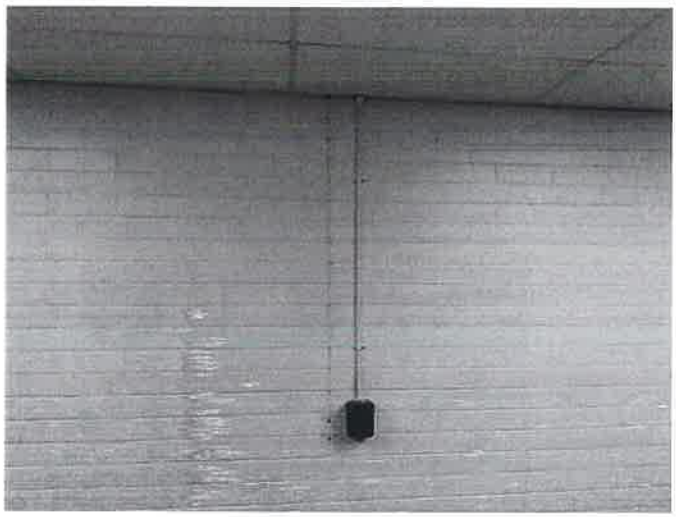
Status	**Open**
Type	OQ Observation > Quality



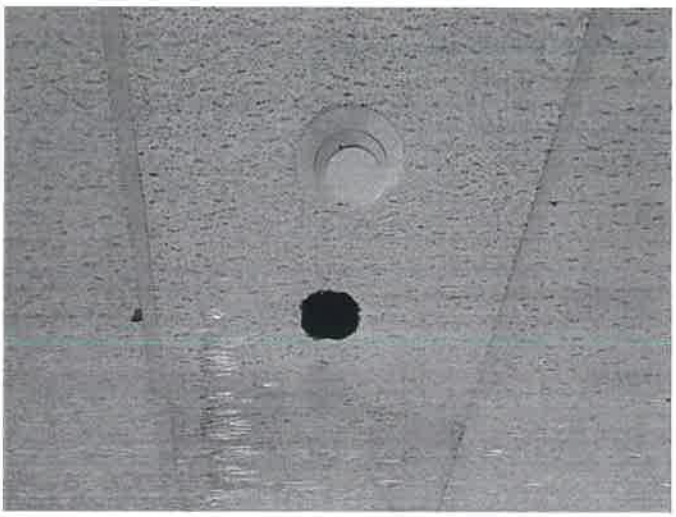
Standard fields

Description	Covers for elevator modules j boxes.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

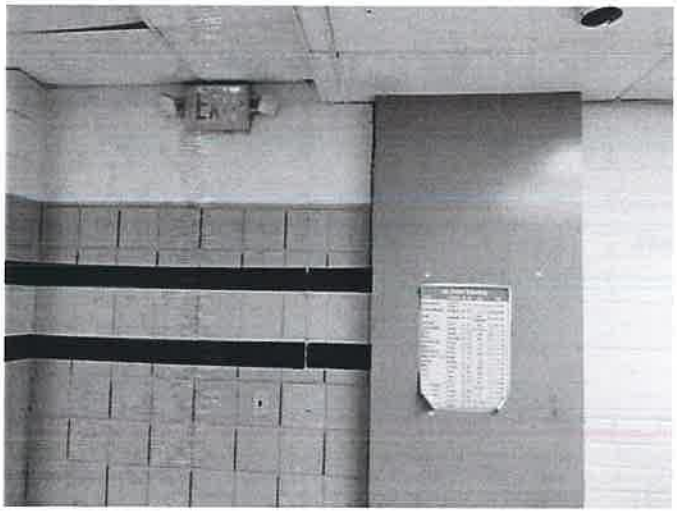
Images



20230331_201204_photo
Taken on Mar 31, 2023, 3:12 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia



20230331_201212_photo
Taken on Mar 31, 2023, 3:12 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

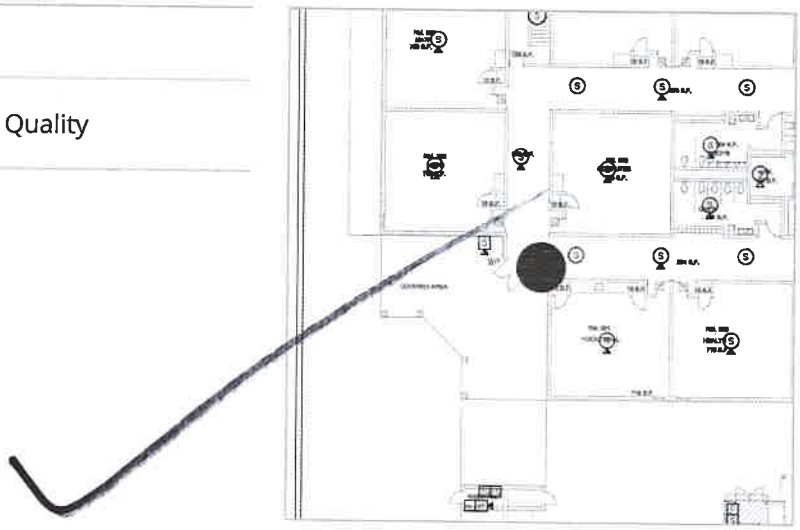


20230331_201219_photo
Taken on Mar 31, 2023, 3:12 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#28: General

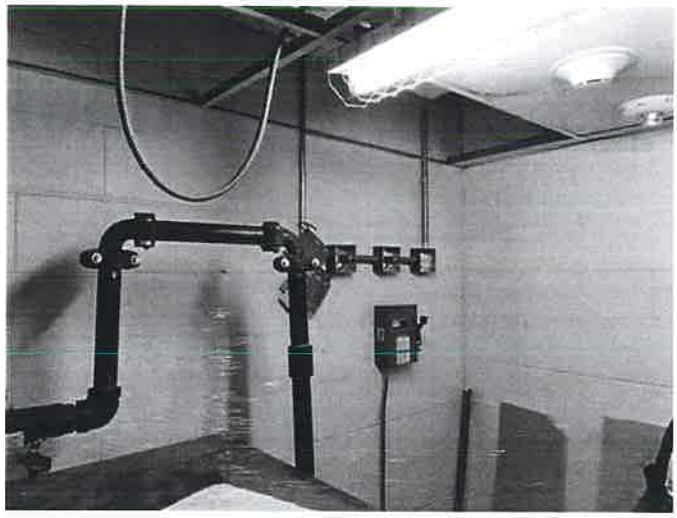
Status	**Open**
Type	OQ Observation > Quality



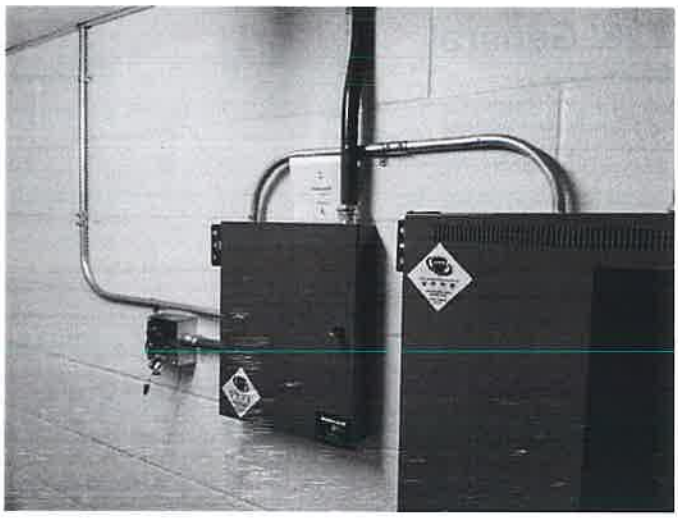
Standard fields

Description	Use bigger blank cover. Fix raceway. Paint and missing pull station cover.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

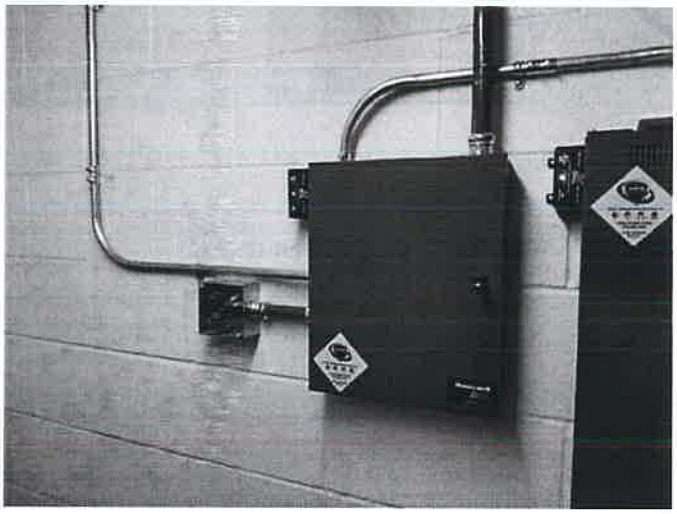
Images



20230331_202054_photo
Taken on Mar 31, 2023, 3:20 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia



20230331_202231_photo
Taken on Mar 31, 2023, 3:22 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

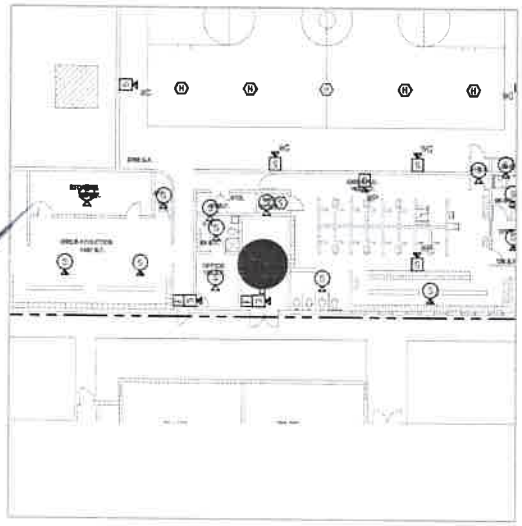


20230724_194319_photo
Taken on Jul 24, 2023, 2:43 PM CDT
Added on Jul 24, 2023, 5:39 PM CDT
Added by Miguel Garcia

Issue detail

#29: General

Status	**Open**
Type	OQ Observation > Quality

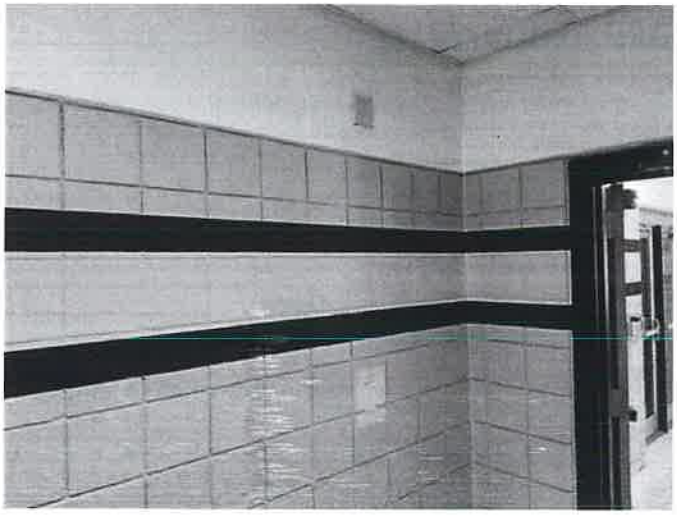


Standard fields

Description	Wall seals, knockouts, covers.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230331_202358_photo
Taken on Mar 31, 2023, 3:23 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

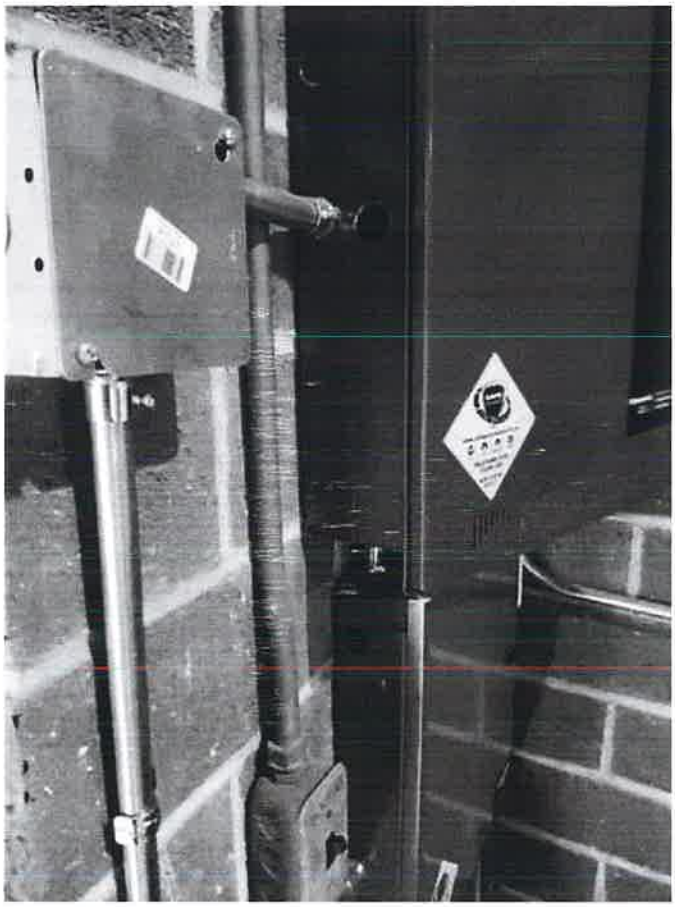


20230724_194412_photo
Taken on Jul 24, 2023, 2:44 PM CDT
Added on Jul 24, 2023, 5:39 PM CDT
Added by Miguel Garcia

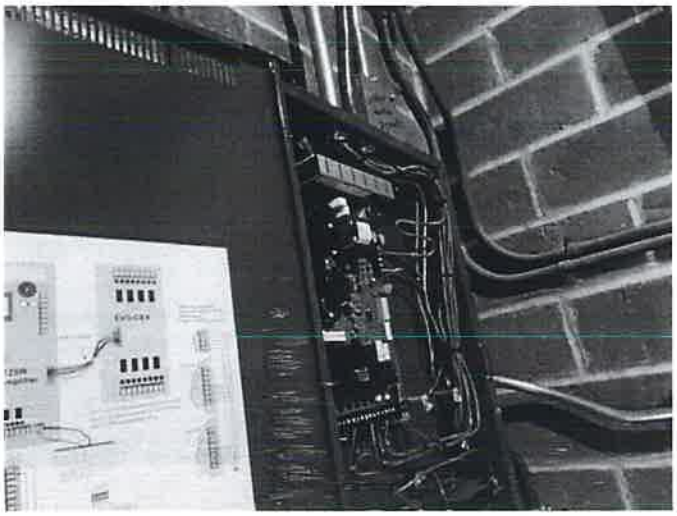
20230724_194438_photo
Taken on Jul 24, 2023, 2:44 PM CDT
Added on Jul 24, 2023, 5:39 PM CDT
Added by Miguel Garcia

20230331_203133_photo
Taken on Mar 31, 2023, 3:31 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

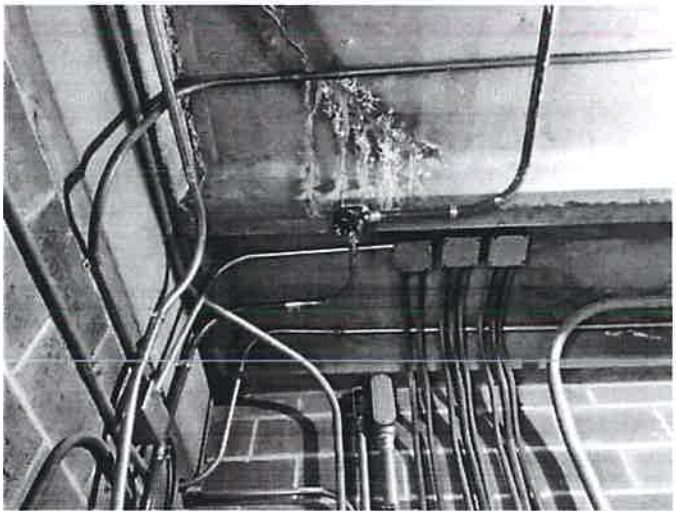
Images



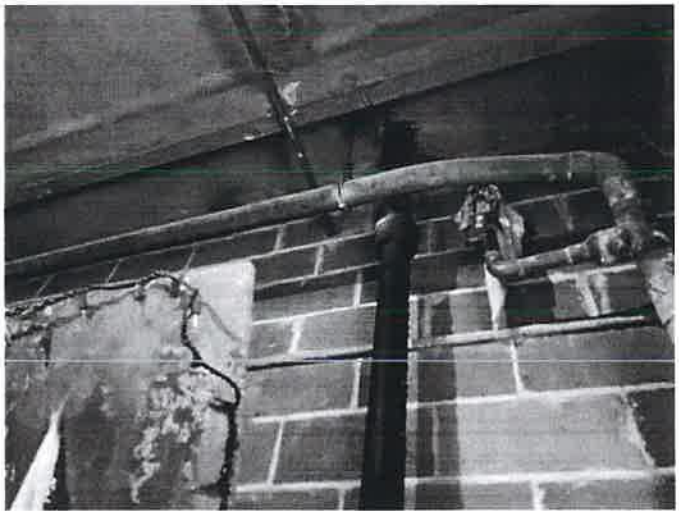
20230331_203025_photo
Taken on Mar 31, 2023, 3:30 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia



20230331_203034_photo
Taken on Mar 31, 2023, 3:30 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia



20230331_203041_photo
Taken on Mar 31, 2023, 3:30 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

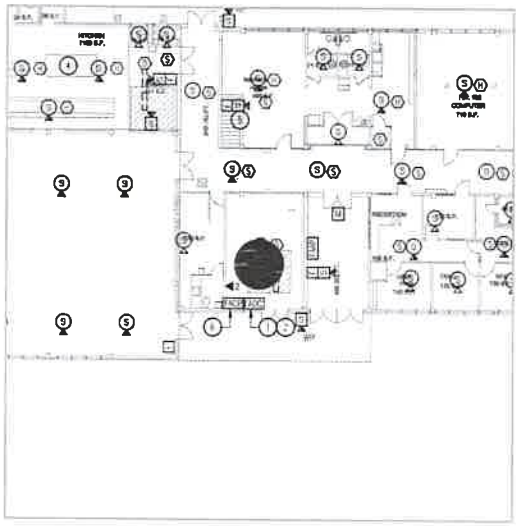


20230331_203111_photo
Taken on Mar 31, 2023, 3:31 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

Issue detail

#31: General

Status	**Open**
Type	OQ Observation > Quality



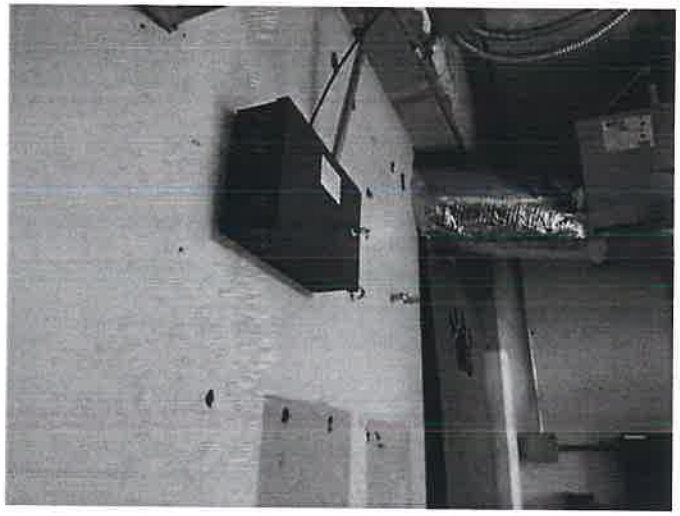
Standard fields

Description	Demo to finish, knock outs, covers, existing duct detectors.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

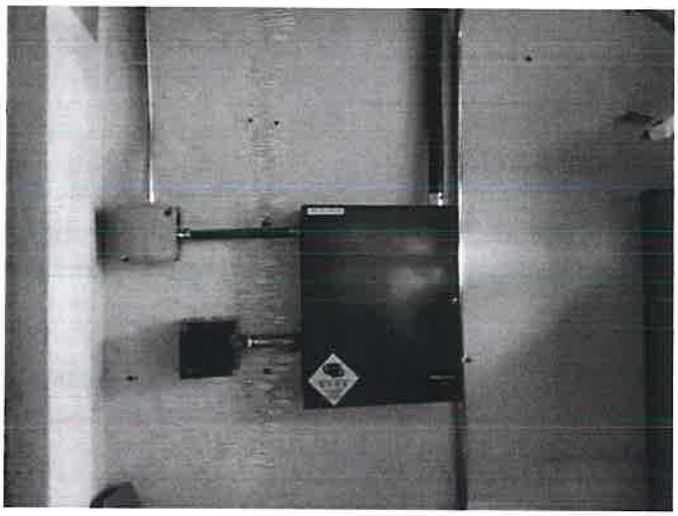
Images

20230331_204032_photo
Taken on Mar 31, 2023, 3:40 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

20230331_204036_photo
Taken on Mar 31, 2023, 3:40 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia



20230331_204100_photo
Taken on Mar 31, 2023, 3:41 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

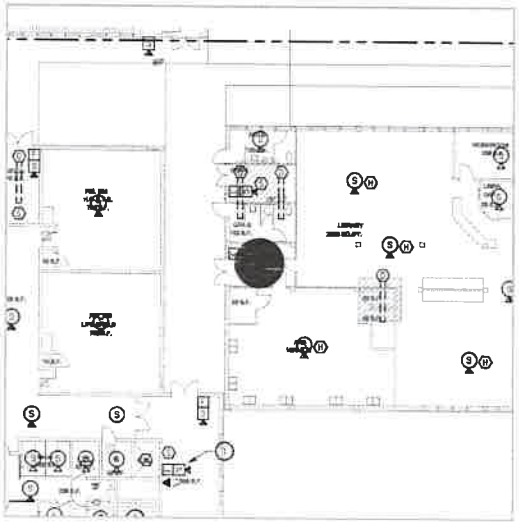


20230331_204107_photo
Taken on Mar 31, 2023, 3:41 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

Issue detail

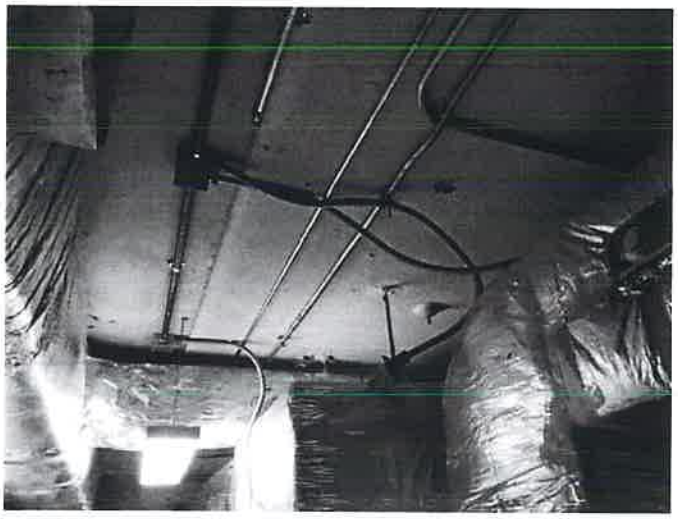
#32: General

Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Demo pending.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 3, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

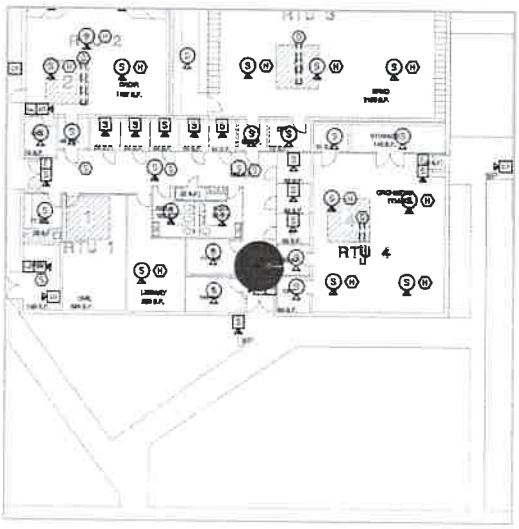


20230331_204154_photo
Taken on Mar 31, 2023, 3:41 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

Issue detail

#36: General

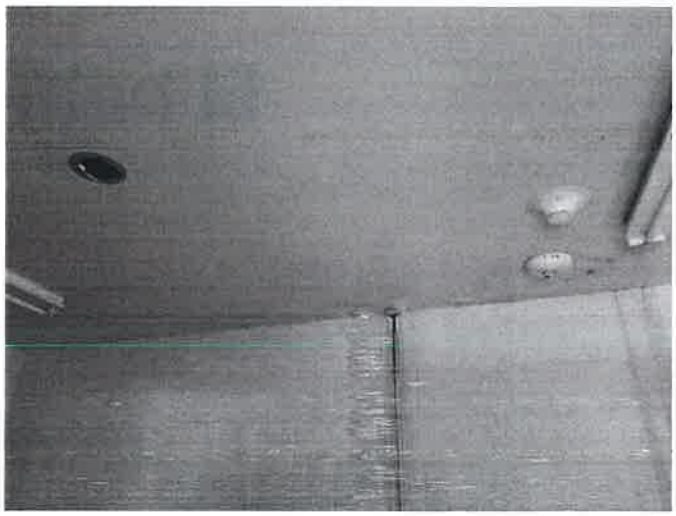
Status	**Open**
Type	OQ Observation > Quality



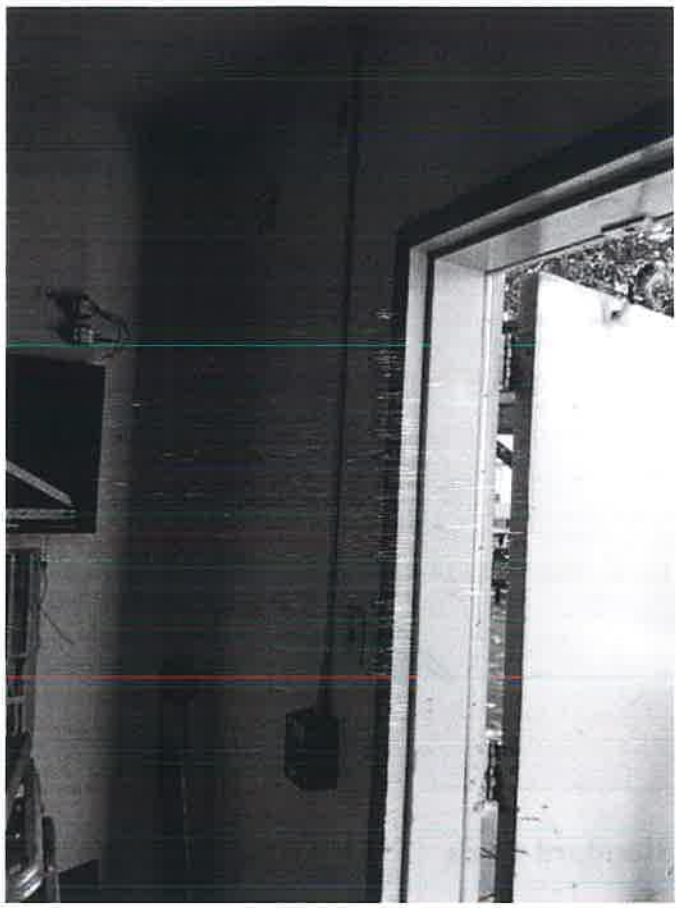
Standard fields

Description	Demo and cabling resting on top of hvac ducting.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images



20230403_185748_photo
Taken on Apr 3, 2023, 1:57 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia



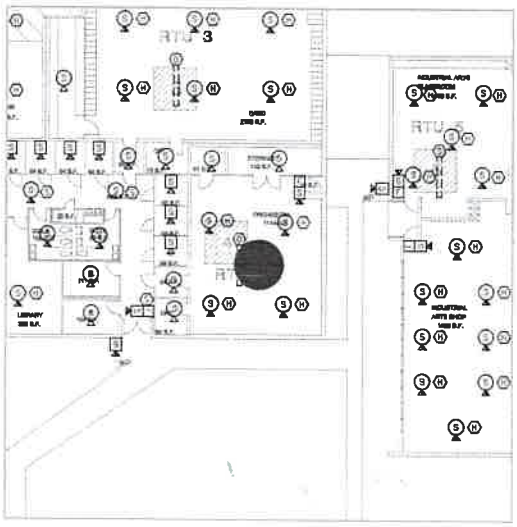
20230403_185804_photo
Taken on Apr 3, 2023, 1:58 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

Issue detail

#37: General

halff

Status	**Open**
Type	OQ Observation > Quality

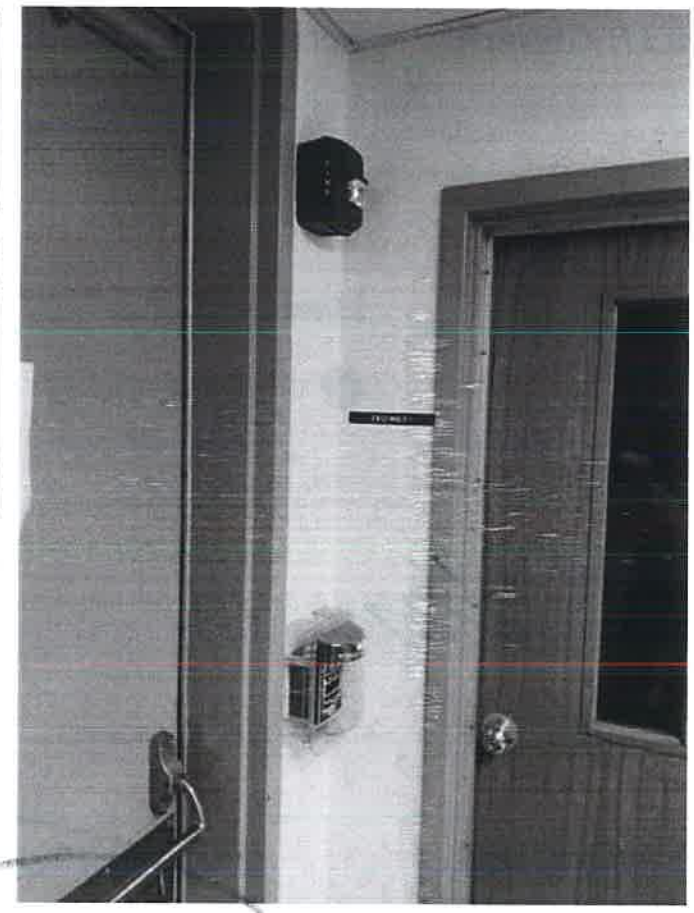


Standard fields

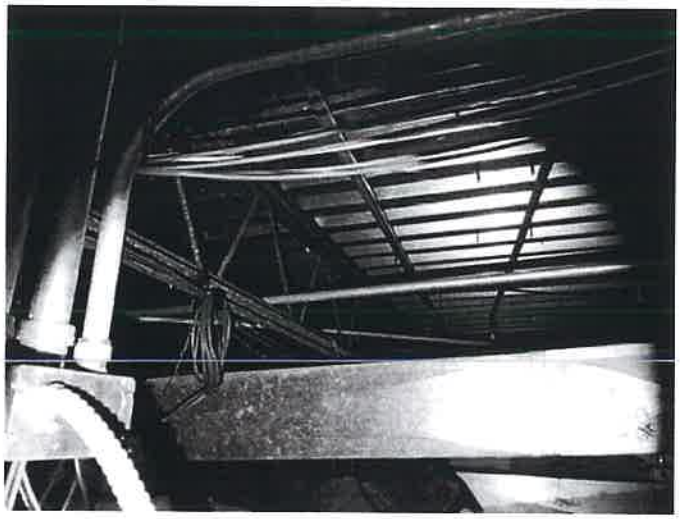
Description	Demo pending. Shift device to avoid water leak. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_185924_photo
Taken on Apr 3, 2023, 1:59 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia



20230403_185928_photo
Taken on Apr 3, 2023, 1:59 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia



20230403_190105_photo
Taken on Apr 3, 2023, 2:01 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

20230403_190114_photo
Taken on Apr 3, 2023, 2:01 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

Issue detail

#38: General

Status	**Open**
Type	OQ Observation > Quality

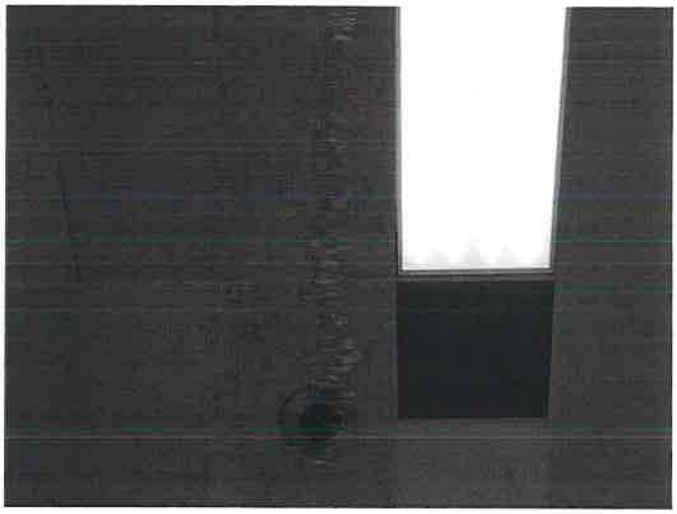
Standard fields

Description	Matching paint pending. Typical. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

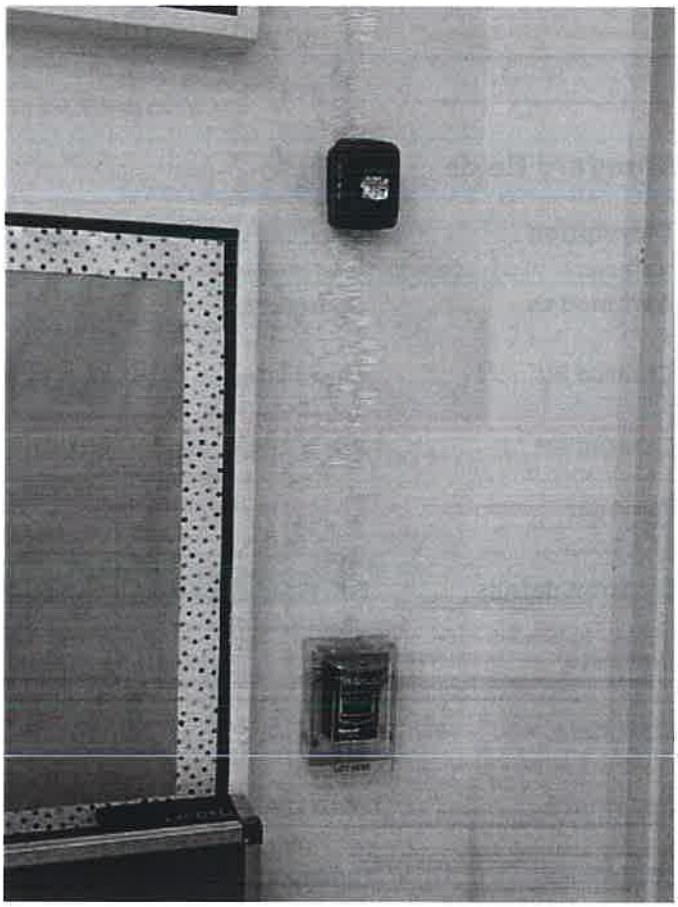
Images

20230403_190340_photo
Taken on Apr 3, 2023, 2:03 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_190414_photo
Taken on Apr 3, 2023, 2:04 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

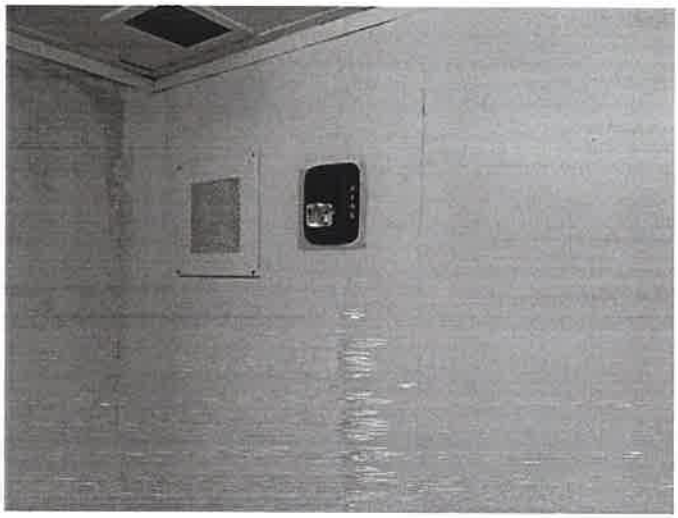


20230403_190453_photo
Taken on Apr 3, 2023, 2:04 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia



20230403_190502_photo
Taken on Apr 3, 2023, 2:05 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

Images



20230403_190810_photo
Taken on Apr 3, 2023, 2:08 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

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Issue detail

#39: General

Status	**Open**
Type	OQ Observation > Quality

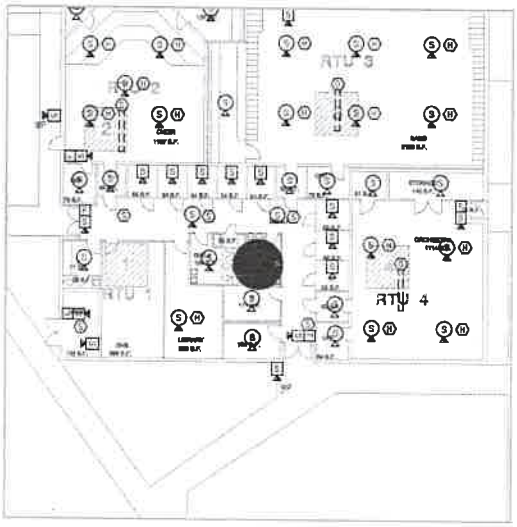
Standard fields

Description	Demo pending. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Issue detail

#40: General

Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Adjust. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_191019_photo
Taken on Apr 3, 2023, 2:10 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_191023_photo
Taken on Apr 3, 2023, 2:10 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_191035_photo
Taken on Apr 3, 2023, 2:10 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_191106_photo
Taken on Apr 3, 2023, 2:11 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

Issue detail

#41: General

Status	**Open**
Type	OQ Observation > Quality

Standard fields

Description	Demo. Adjustment new device. Replace damaged ct. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_191247_photo
Taken on Apr 3, 2023, 2:12 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

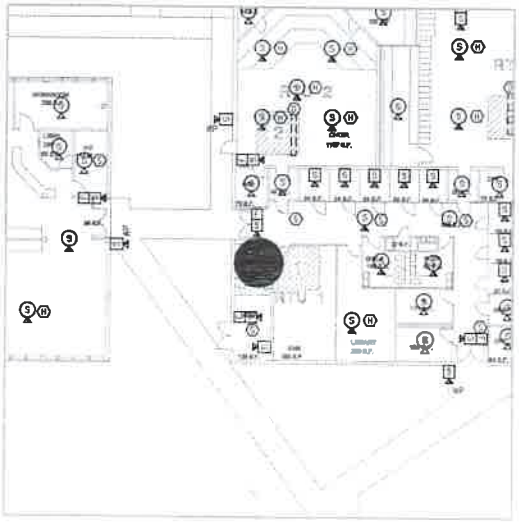
Images

20230403_191345_photo
Taken on Apr 3, 2023, 2:13 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

Issue detail

#42: General

Status	**Open**
Type	OQ Observation > Quality

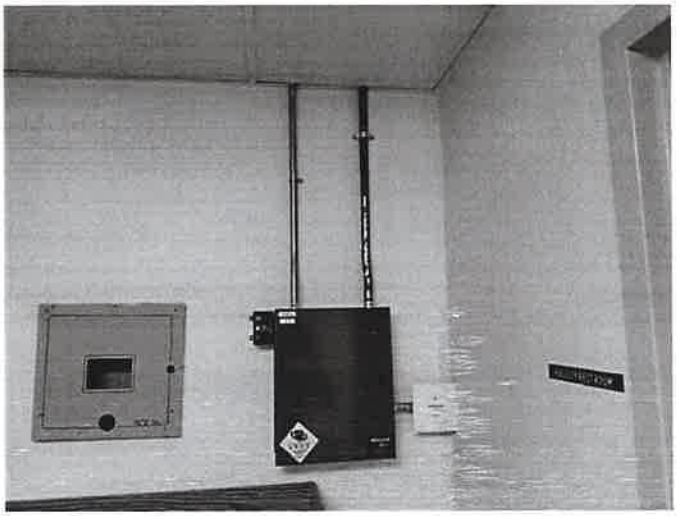


Standard fields

Description	Demo pending. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_191508_photo
Taken on Apr 3, 2023, 2:15 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia



20230403_191519_photo
Taken on Apr 3, 2023, 2:15 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_191616_photo
Taken on Apr 3, 2023, 2:16 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

Issue detail

#43: General

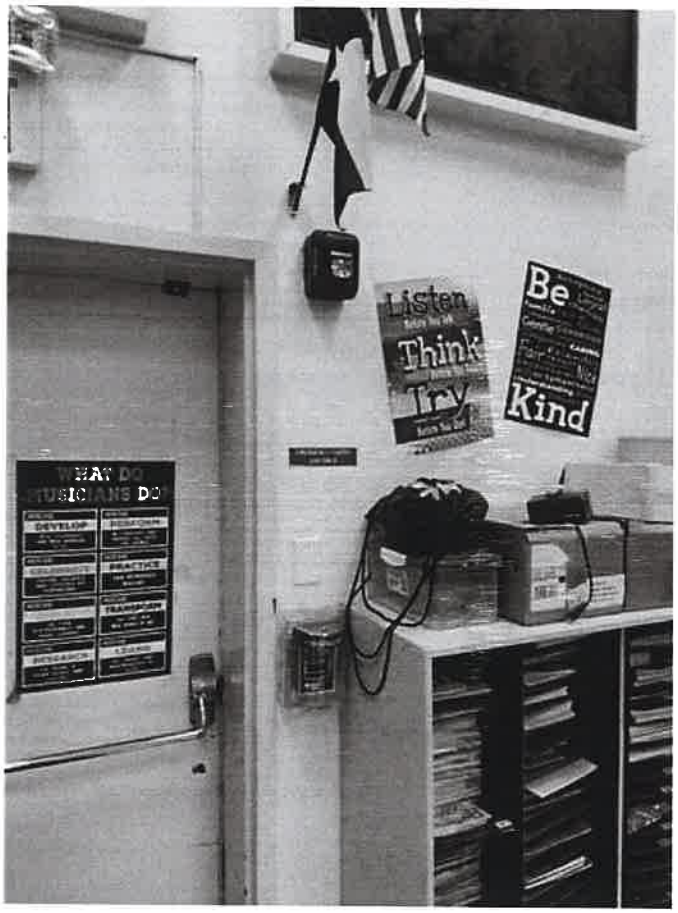
Status	**Open**
Type	OQ Observation > Quality

Standard fields

Description	Demo pending. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_191708_photo
Taken on Apr 3, 2023, 2:17 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia



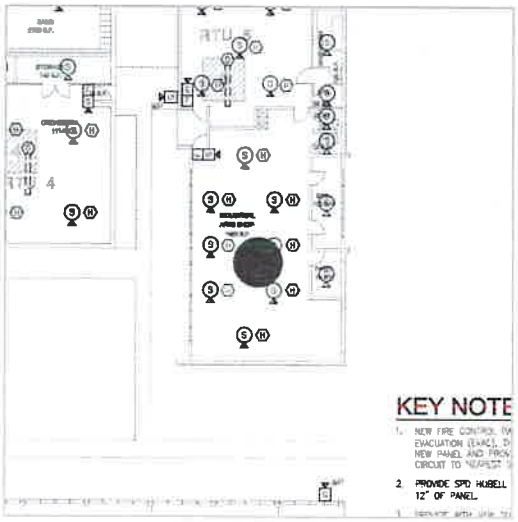
20230403_191713_photo
Taken on Apr 3, 2023, 2:17 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_191756_photo
Taken on Apr 3, 2023, 2:17 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

Issue detail

#44: General

Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Demo pending. Missing conduit straps. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

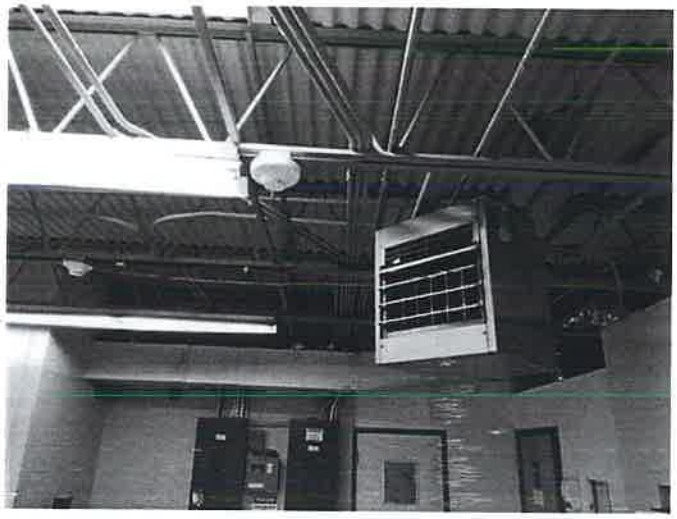
Images

20230403_192127_photo
Taken on Apr 3, 2023, 2:21 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192144_photo
Taken on Apr 3, 2023, 2:21 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192146_photo
Taken on Apr 3, 2023, 2:21 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192244_photo
Taken on Apr 3, 2023, 2:22 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

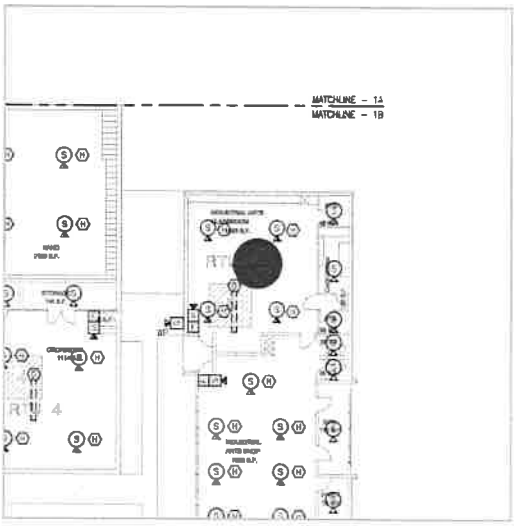


20230403_192330_photo
Taken on Apr 3, 2023, 2:23 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

Issue detail

#45: General

Status	**Open**
Type	OQ Observation > Quality

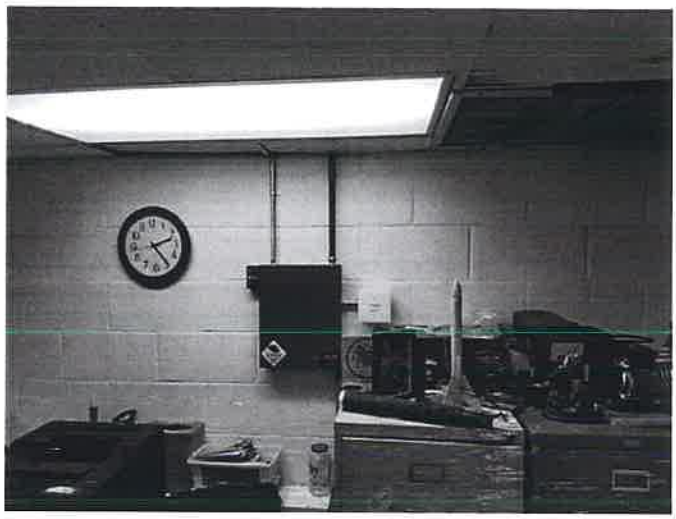


Standard fields

Description	Paint, demo and pull station cover missing. Not Accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

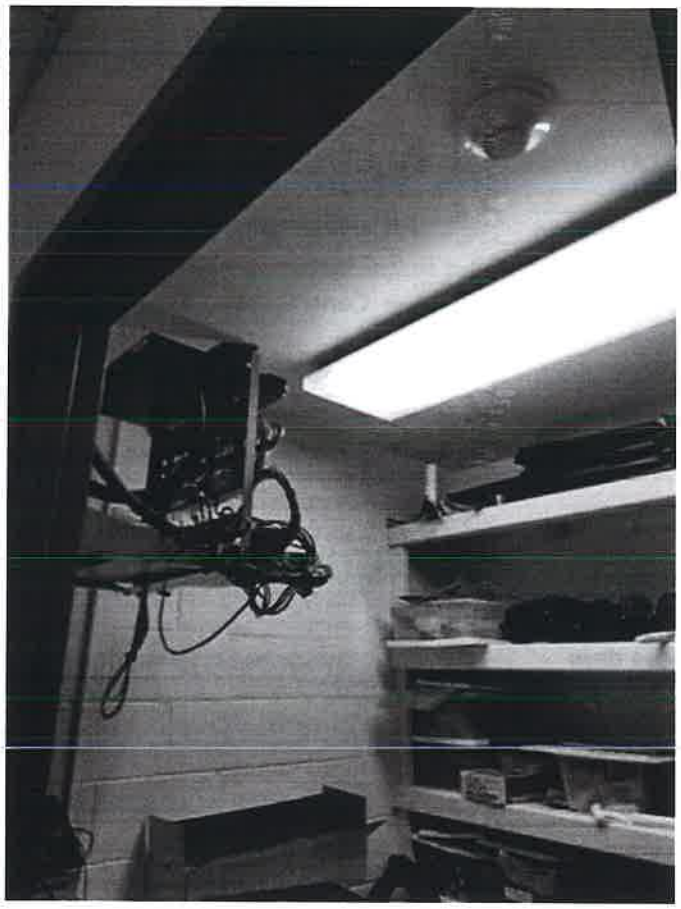
Images

20230403_192523_photo
Taken on Apr 3, 2023, 2:25 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia



20230403_192539_photo
Taken on Apr 3, 2023, 2:25 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192543_photo
Taken on Apr 3, 2023, 2:25 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

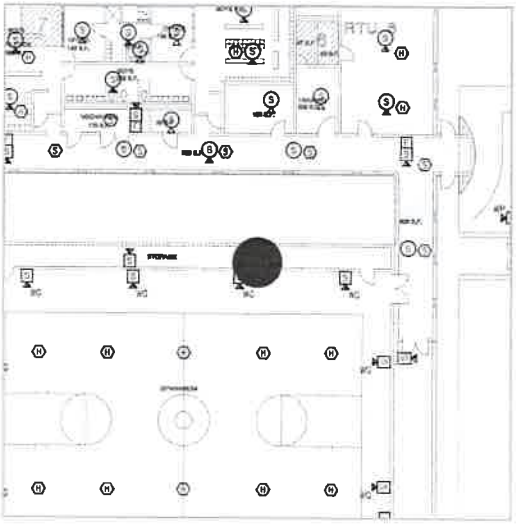


20230403_192611_photo
Taken on Apr 3, 2023, 2:26 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

Issue detail

#47: General

Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Use conduit. Not accessible.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_193606_photo
Taken on Apr 3, 2023, 2:36 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_193610_photo
Taken on Apr 3, 2023, 2:36 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

Issue detail

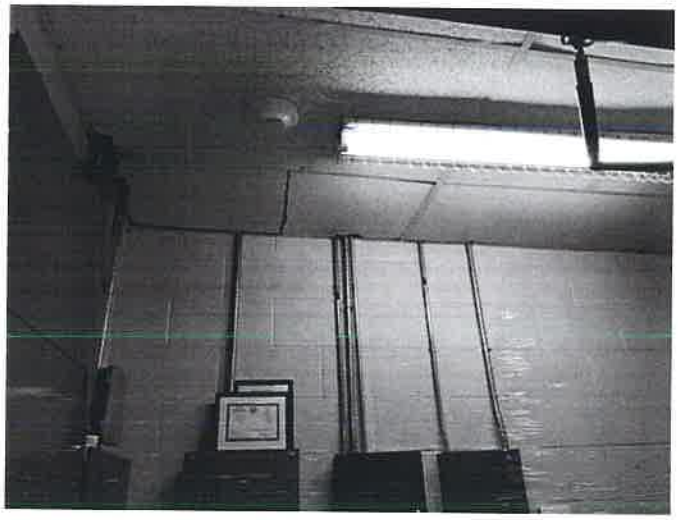
#51: General

Status	**Open**
Type	OQ Observation > Quality

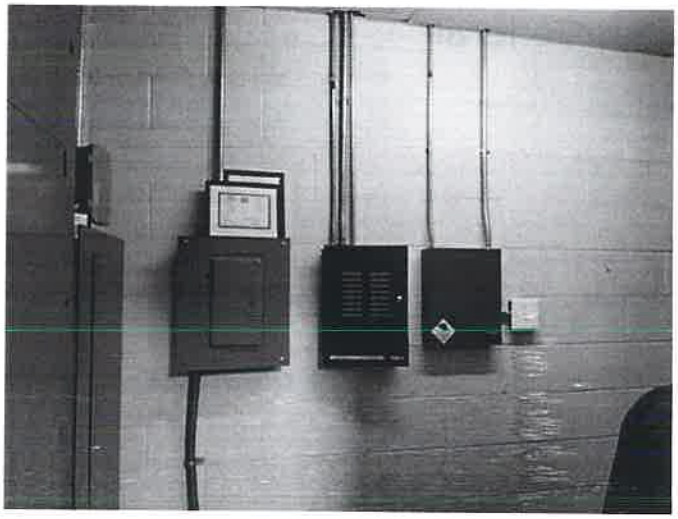
Standard fields

Description	Pull cover.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

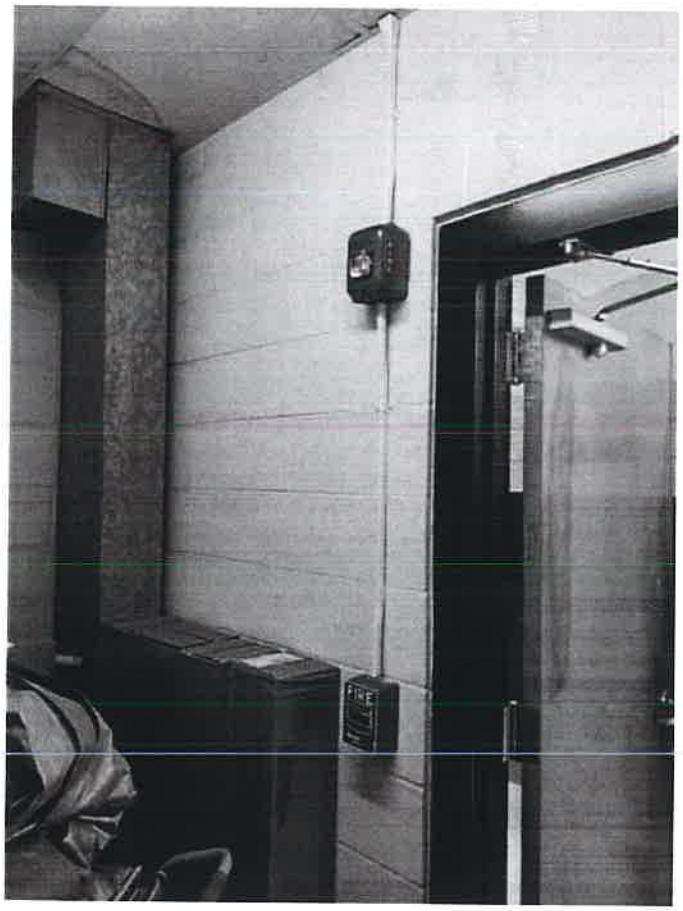
Images



20230403_194525_photo
Taken on Apr 3, 2023, 2:45 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia



20230403_194527_photo
Taken on Apr 3, 2023, 2:45 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

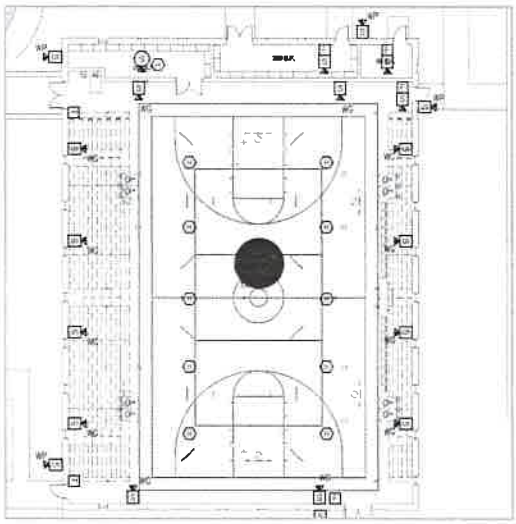


20230403_194609_photo
Taken on Apr 3, 2023, 2:46 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

Issue detail

#54: General

Status	**Open**
Type	OQ Observation > Quality

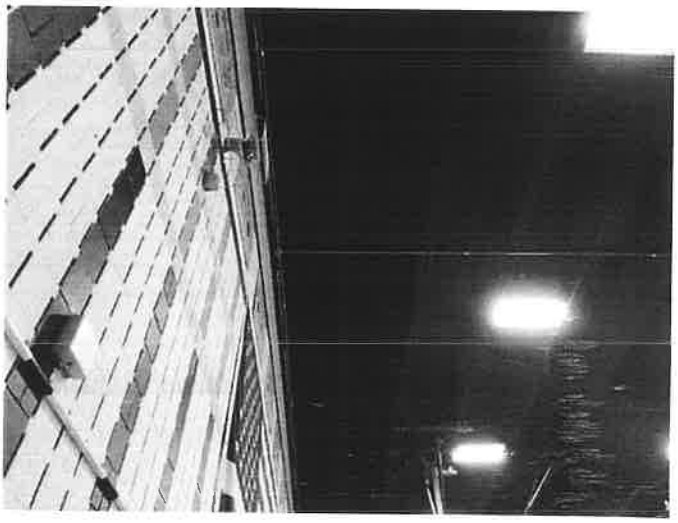


Standard fields

Description	Pull cover. Jbox cover. Wire guards missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_195502_photo
Taken on Apr 3, 2023, 2:55 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia



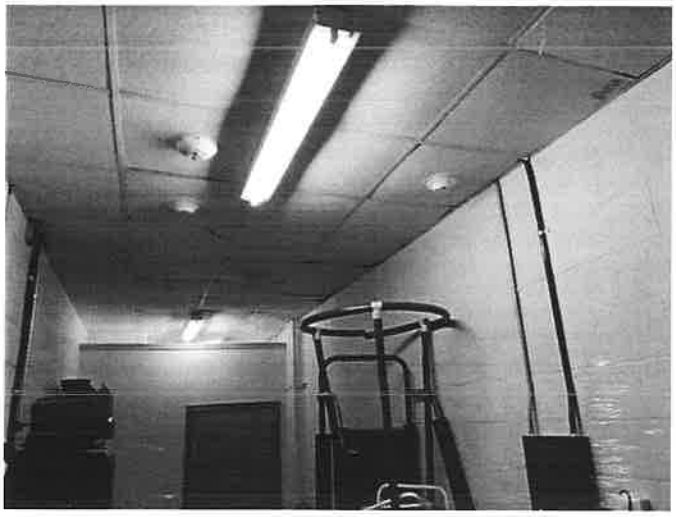
20230403_195507_photo
Taken on Apr 3, 2023, 2:55 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_195518_photo
Taken on Apr 3, 2023, 2:55 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

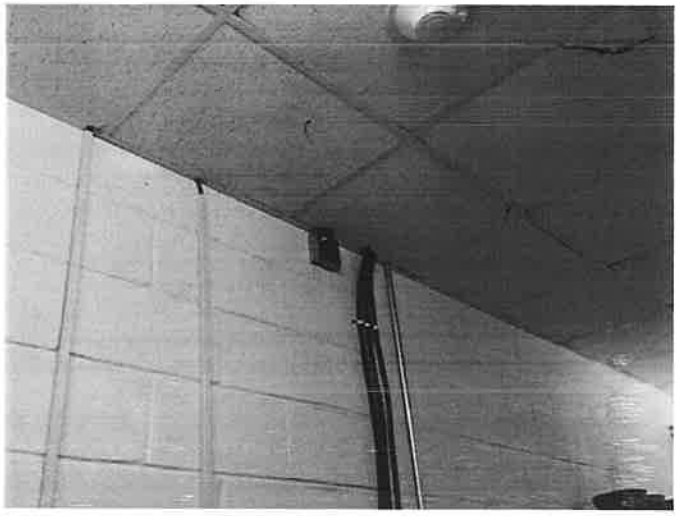
20230403_195535_photo
Taken on Apr 3, 2023, 2:55 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230724_195639_photo
Taken on Jul 24, 2023, 2:56 PM CDT
Added on Jul 24, 2023, 5:40 PM CDT
Added by Miguel Garcia

258



20230403_195619_photo
Taken on Apr 3, 2023, 2:56 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia



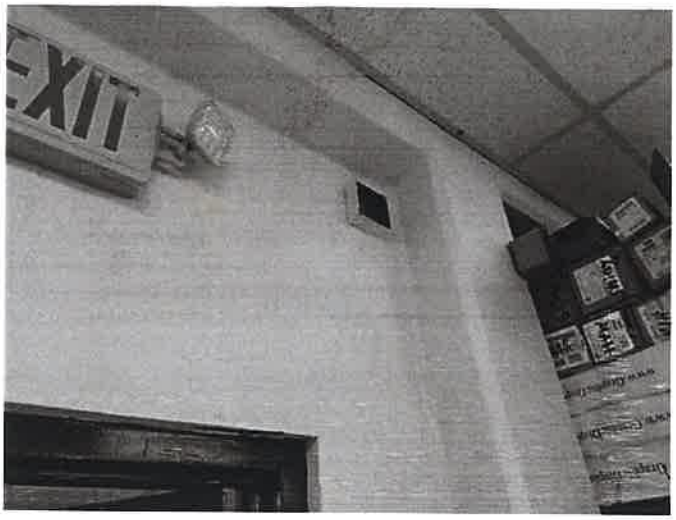
20230403_195649_photo
Taken on Apr 3, 2023, 2:56 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_195721_photo
Taken on Apr 3, 2023, 2:57 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_195722_photo
Taken on Apr 3, 2023, 2:57 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

Images

20230403_200351_photo
Taken on Apr 3, 2023, 3:03 PM CDT
Added on Apr 4, 2023, 9:11 AM CDT
Added by Miguel Garcia



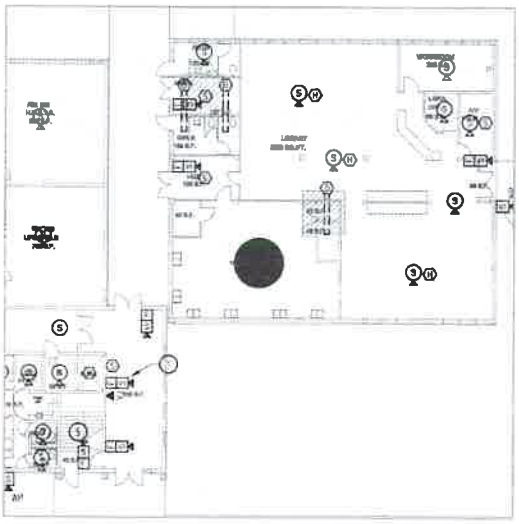
20230403_200402_photo
Taken on Apr 3, 2023, 3:04 PM CDT
Added on Apr 4, 2023, 9:11 AM CDT
Added by Miguel Garcia

20230724_194805_photo
Taken on Jul 24, 2023, 2:48 PM CDT
Added on Jul 24, 2023, 5:39 PM CDT
Added by Miguel Garcia

Issue detail

#56: General

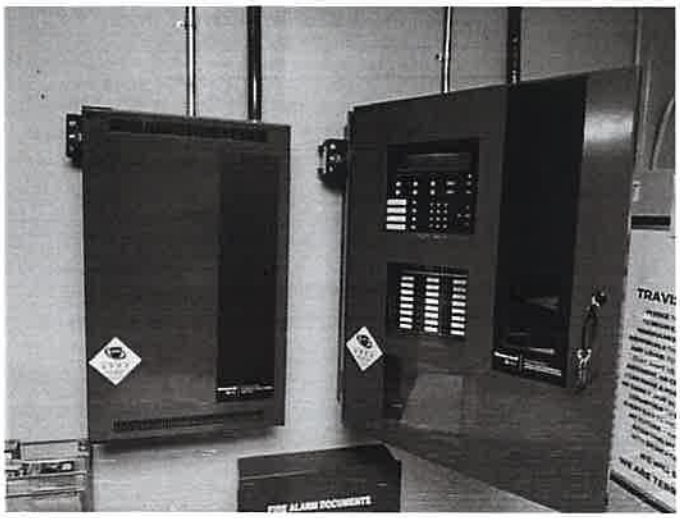
Status	**Open**
Type	OQ Observation > Quality



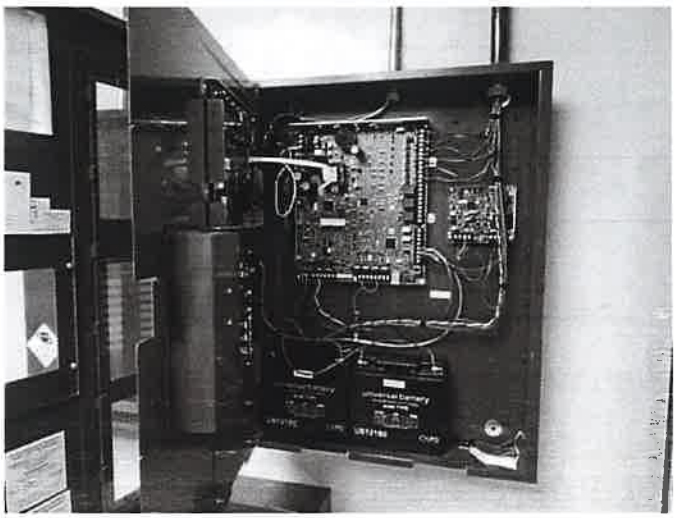
Standard fields

Description	Demo missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

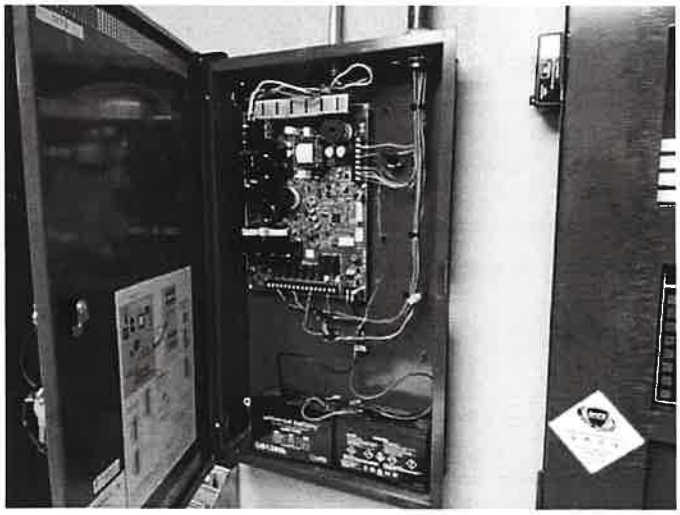
Images



20230331_181429_photo
Taken on Mar 31, 2023, 1:14 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

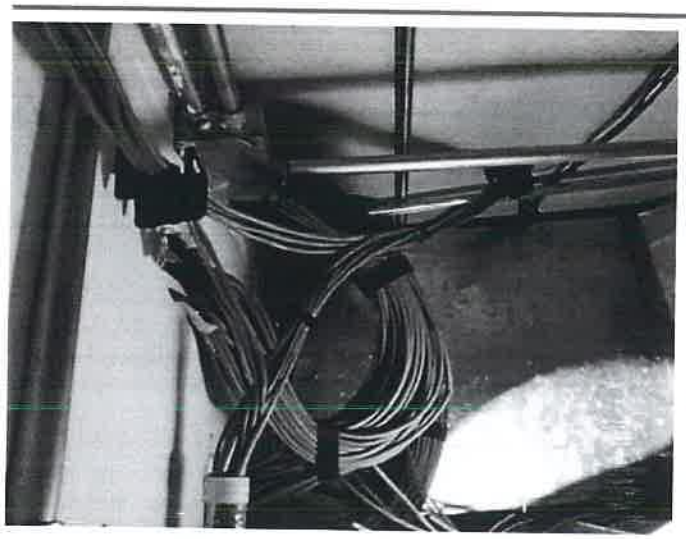


20230331_181440_photo
Taken on Mar 31, 2023, 1:14 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

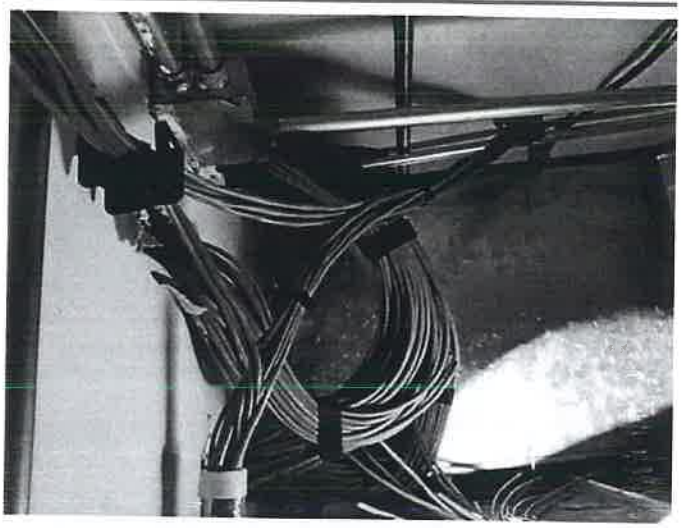


20230331_181520_photo
Taken on Mar 31, 2023, 1:15 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

20230331_181527_photo
Taken on Mar 31, 2023, 1:15 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia



20230331_182053_photo
Taken on Mar 31, 2023, 1:20 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

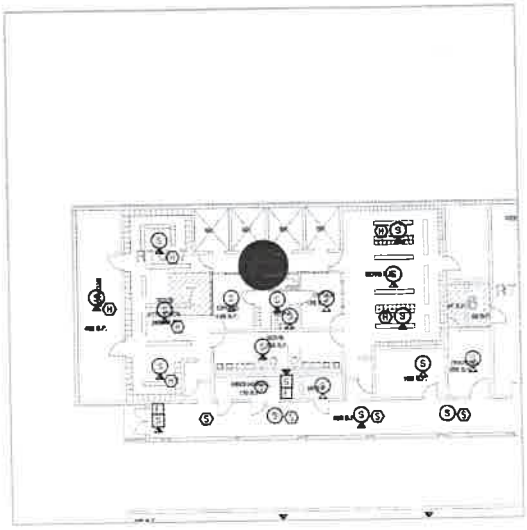


20230331_182109_photo
Taken on Mar 31, 2023, 1:21 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

Issue detail

#53: General

Status	**Open**
Type	OQ Observation > Quality



Standard fields

Description	Replace with weather proof annunciator at shower areas.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023 (78 days late)
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_195146_photo
Taken on Apr 3, 2023, 2:51 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

Issue detail

HALFF ASSOCIATES PUNCH LIST

halff

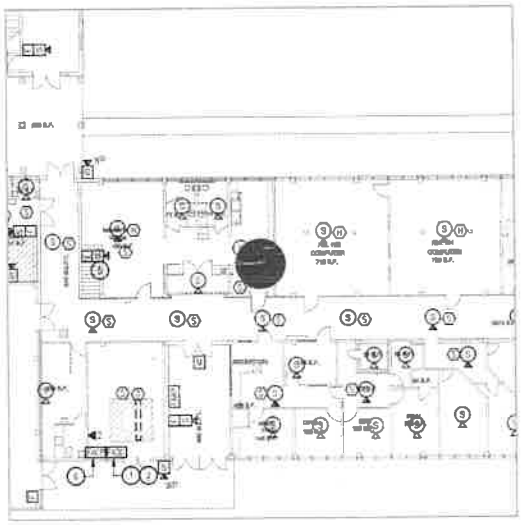
Created on	Apr 5, 2023, 2:23 PM CDT
Created by	**Miguel Garcia**
Total items	55
Sorted by	Due date (Descending)

Mauricio Reyes

Issue detail

#1: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Bushings missing at voice evac panel. No labels at batteries. Service loop to be relocated closer to FACP.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

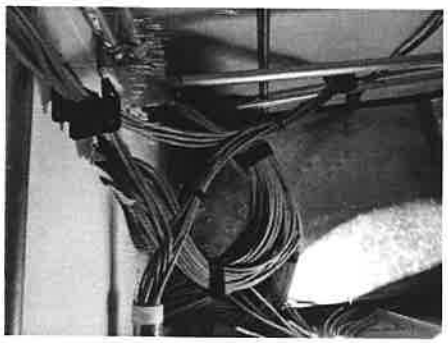
20230331_181429_photo
Taken on Mar 31, 2023, 1:14 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

20230331_181440_photo
Taken on Mar 31, 2023, 1:14 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

20230331_181520_photo
Taken on Mar 31, 2023, 1:15 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

20230331_181527_photo
Taken on Mar 31, 2023, 1:15 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

20230331_182053_photo
Taken on Mar 31, 2023, 1:20 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

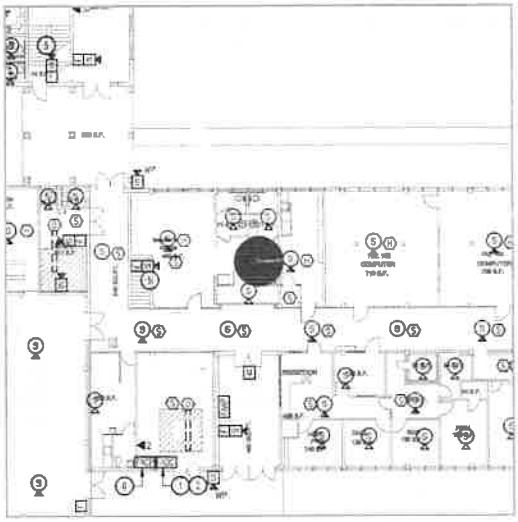


20230331_182109_photo
Taken on Mar 31, 2023, 1:21 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

Issue detail

#2: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Fix bushing at back box.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_182611_photo
Taken on Mar 31, 2023, 1:26 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

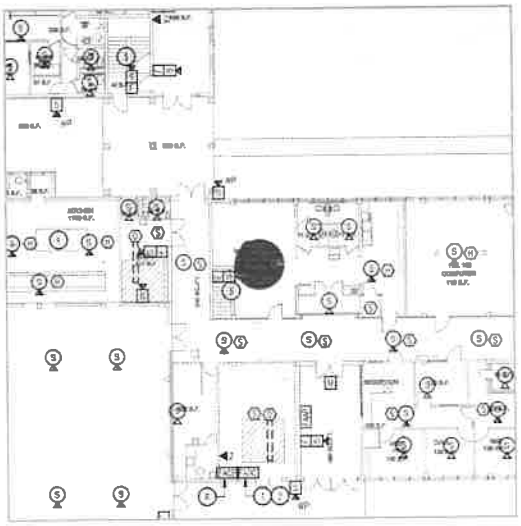
20230331_182614_photo
Taken on Mar 31, 2023, 1:26 PM CDT
Added on Mar 31, 2023, 4:36 PM CDT
Added by Miguel Garcia

Issue detail

#3: General

halff

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Existing devices tiles still in place. Demo and replace ceiling tile.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

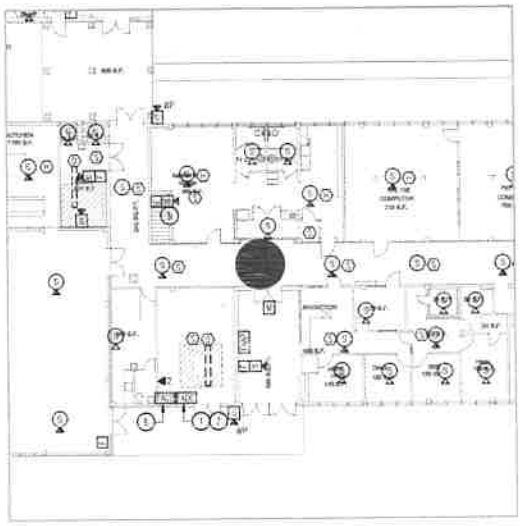
20230331_182743_photo
Taken on Mar 31, 2023, 1:27 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#4: General

halff

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Existing devices tiles still in place. Demo and replace ceiling tile.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

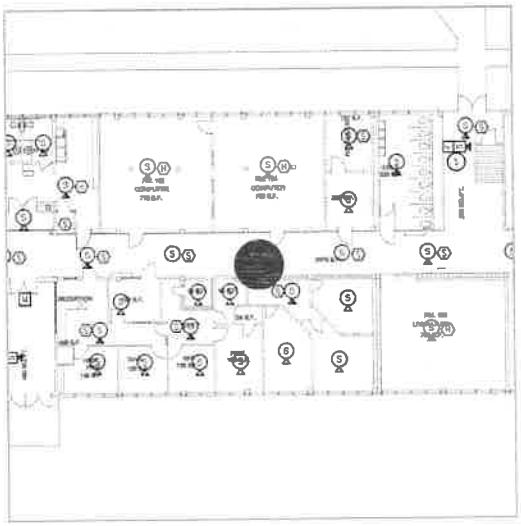
Images

20230331_182953_photo
Taken on Mar 31, 2023, 1:29 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#5: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Confirm all j hooks installed facing down use a tie wrap.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

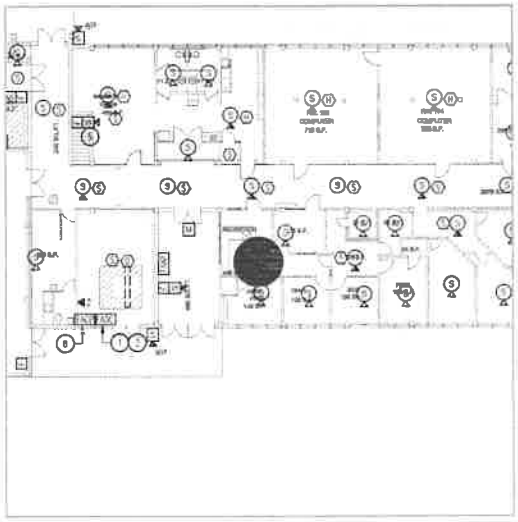
Images

20230331_183645_photo
Taken on Mar 31, 2023, 1:36 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#6: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Confirm all devices are fixed in space with ceiling tiles. Replace tiles at existing device locations after demo.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_183948_photo
Taken on Mar 31, 2023, 1:39 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

20230331_184002_photo
Taken on Mar 31, 2023, 1:40 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

20230331_184025_photo
Taken on Mar 31, 2023, 1:40 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

20230331_184035_photo
Taken on Mar 31, 2023, 1:40 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#7: General

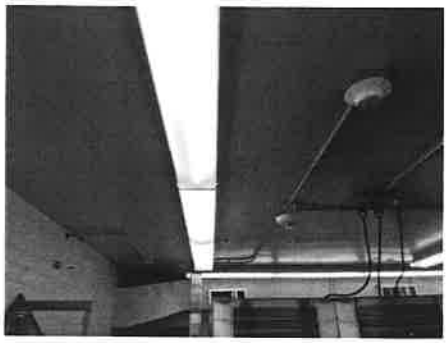
Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Paint conduit required. Cover knockouts of jboxes.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_184514_photo
Taken on Mar 31, 2023, 1:45 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

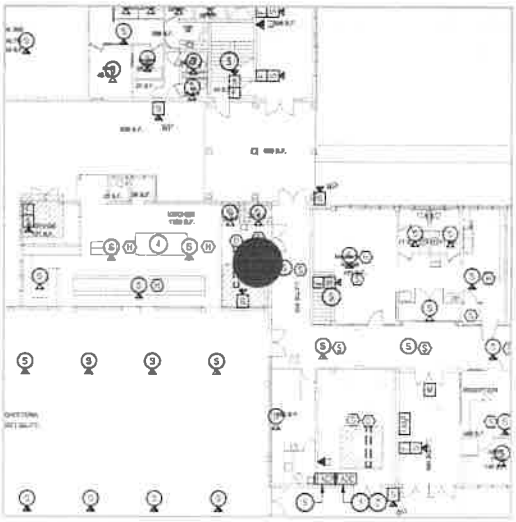


20230331_184551_photo
Taken on Mar 31, 2023, 1:45 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#8: General

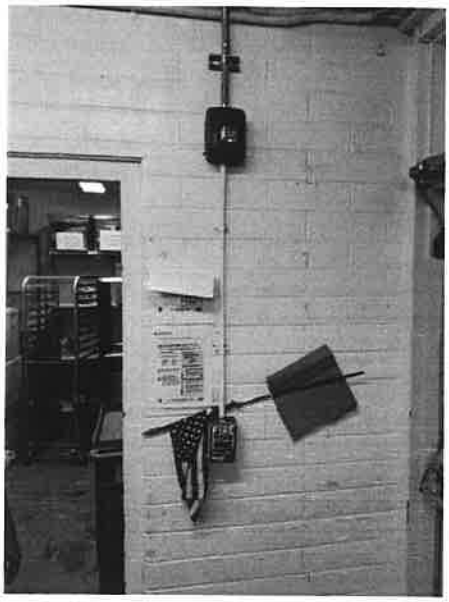
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Replace raceway with emt, paint and seal ends. Add cover to protect against door jams.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

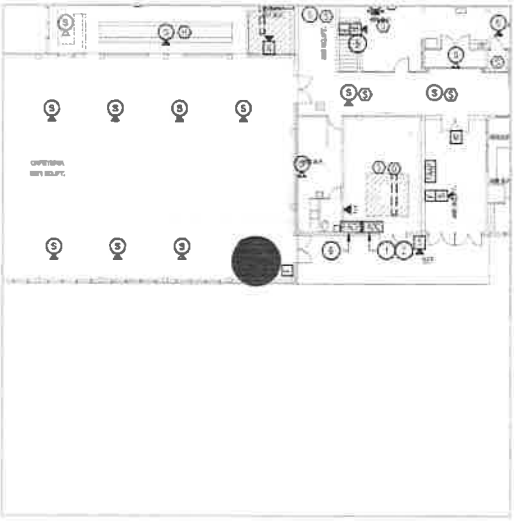


20230331_184758_photo
Taken on Mar 31, 2023, 1:47 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#9: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

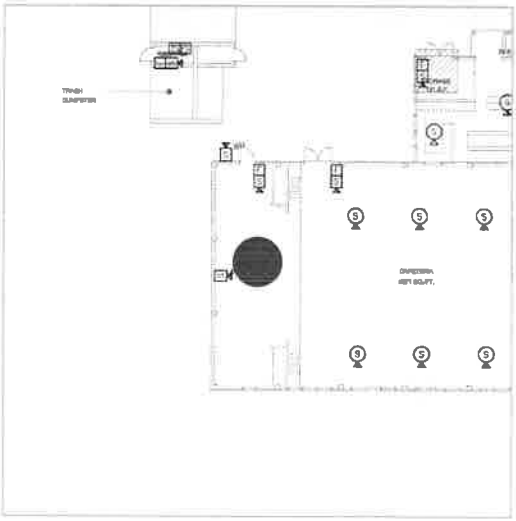
20230331_185302_photo
Taken on Mar 31, 2023, 1:53 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#10: General

halff

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Match paint required.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

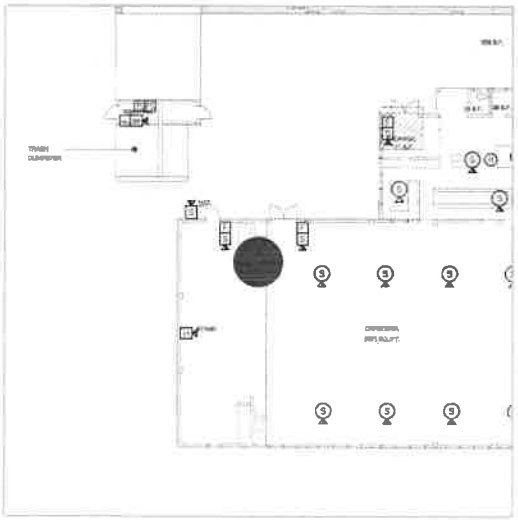
Images

20230331_185517_photo
Taken on Mar 31, 2023, 1:55 PM CDT
Added on Mar 31, 2023, 4:37 PM CDT
Added by Miguel Garcia

Issue detail

#11: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Protect FA wire with conduit. Confirm all cabling at plenum space and no cabling is resting on ceiling tiles.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

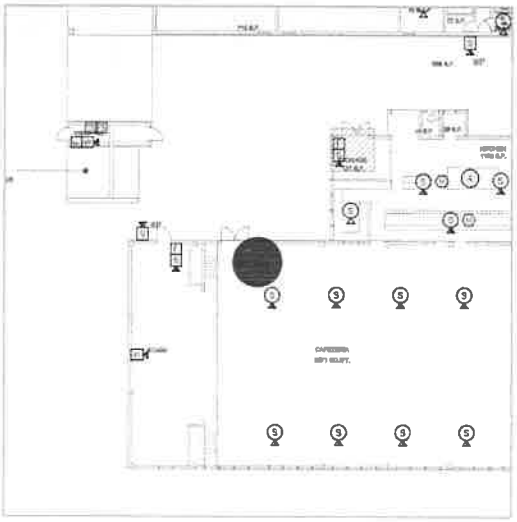
20230331_185653_photo
Taken on Mar 31, 2023, 1:56 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_185925_photo
Taken on Mar 31, 2023, 1:59 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

Issue detail

#12: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Typical to all terminations at boxes. Terminate, seal and protect cabling.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

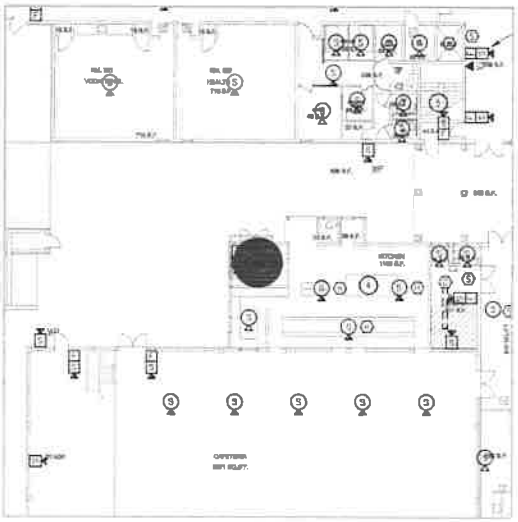
20230331_190625_photo
Taken on Mar 31, 2023, 2:06 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_190639_photo
Taken on Mar 31, 2023, 2:06 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

Issue detail

#13: General

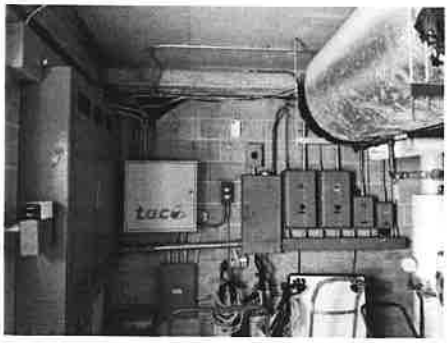
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

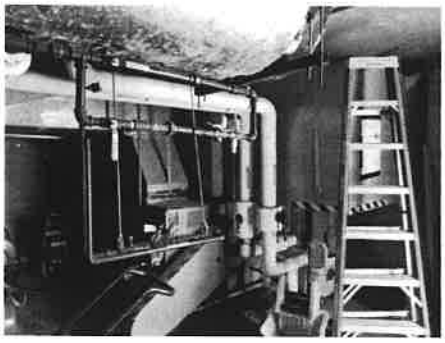
Description	Duct detector, space smoke detector at electrical panel, pull station and strobe missing per all construction docs.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images



20230331_191122_photo
Taken on Mar 31, 2023, 2:11 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_191125_photo
Taken on Mar 31, 2023, 2:11 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia



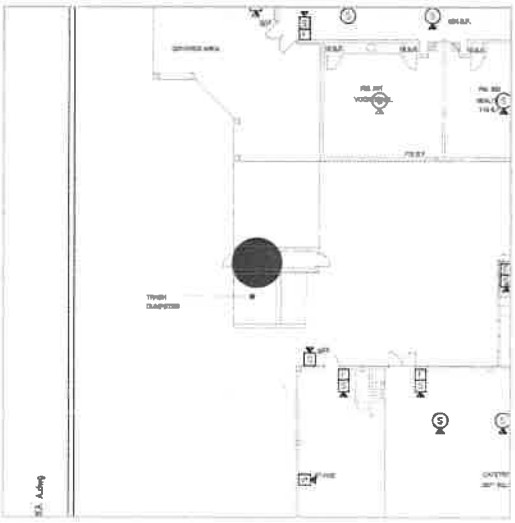
20230331_191133_photo
Taken on Mar 31, 2023, 2:11 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

292

Issue detail

#14: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Mechanical tamper and remote flow switch approved by fire marshal. Straps missing. Sealing at LB missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_191549_photo
Taken on Mar 31, 2023, 2:15 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_191556_photo
Taken on Mar 31, 2023, 2:15 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_191938_photo
Taken on Mar 31, 2023, 2:19 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_191942_photo
Taken on Mar 31, 2023, 2:19 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_192014_photo
Taken on Mar 31, 2023, 2:20 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

Issue detail

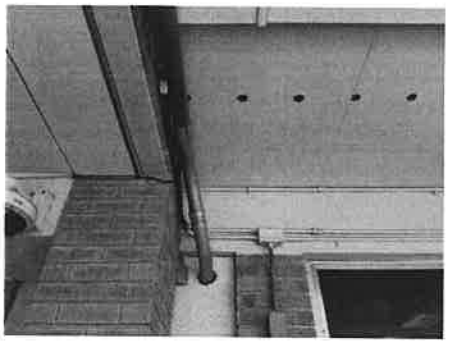
#15: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Strap of conduit and sealing missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images



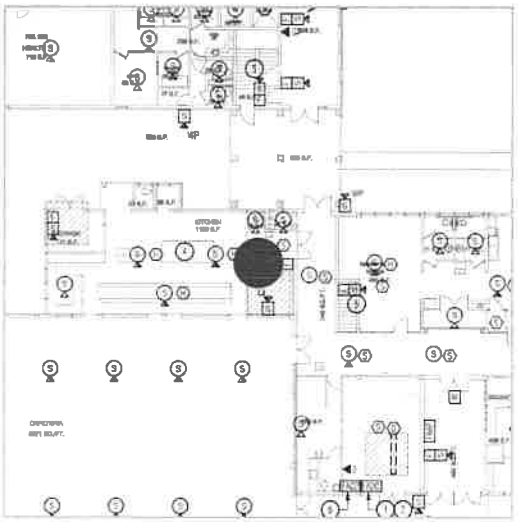
20230331_192209_photo
Taken on Mar 31, 2023, 2:22 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

20230331_192215_photo
Taken on Mar 31, 2023, 2:22 PM CDT
Added on Mar 31, 2023, 4:38 PM CDT
Added by Miguel Garcia

Issue detail

#16: General

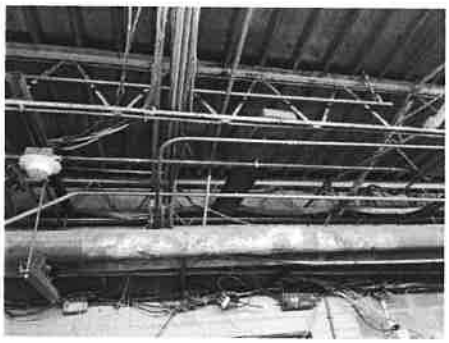
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Conduit straps, bushings, knockouts, unistruts, jbox cover missing. Fix wall pentration.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images



20230331_192543_photo
Taken on Mar 31, 2023, 2:25 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

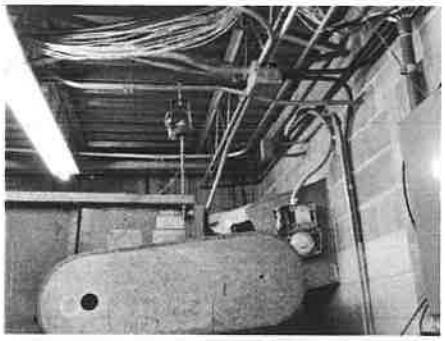
20230331_192600_photo
Taken on Mar 31, 2023, 2:26 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

20230331_192624_photo
Taken on Mar 31, 2023, 2:26 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

20230331_192651_photo
Taken on Mar 31, 2023, 2:26 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

20230331_192713_photo
Taken on Mar 31, 2023, 2:27 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

20230331_192737_photo
Taken on Mar 31, 2023, 2:27 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

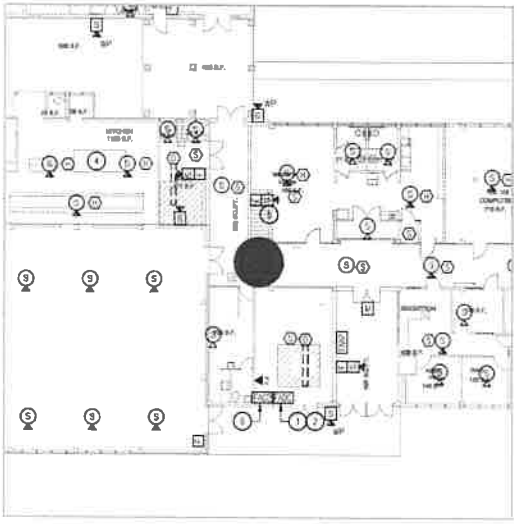


20230331_192748_photo
Taken on Mar 31, 2023, 2:27 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

Issue detail

#17: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Hide conduit as much as possible at this main corridor.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

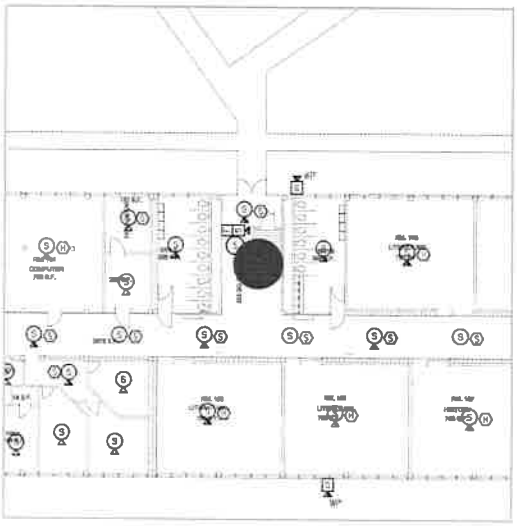
Images

20230331_193835_photo
Taken on Mar 31, 2023, 2:38 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

Issue detail

#18: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Finish up paint work. White.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

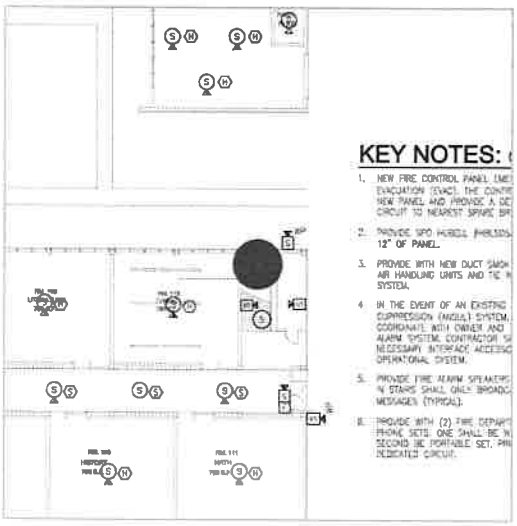
Images

20230331_194351_photo
Taken on Mar 31, 2023, 2:43 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

Issue detail

#19: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo pending.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

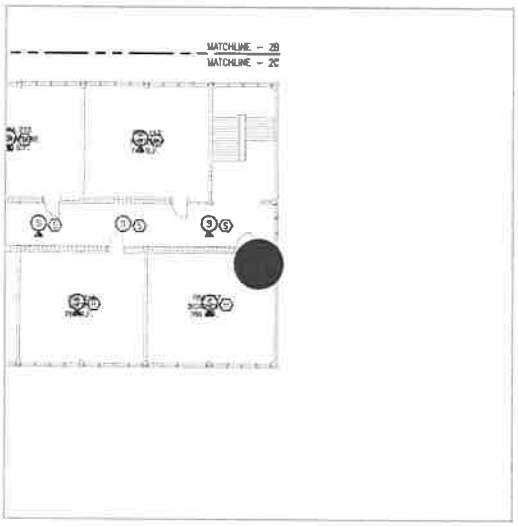
Images

20230331_195017_photo
Taken on Mar 31, 2023, 2:50 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

Issue detail

#20: General

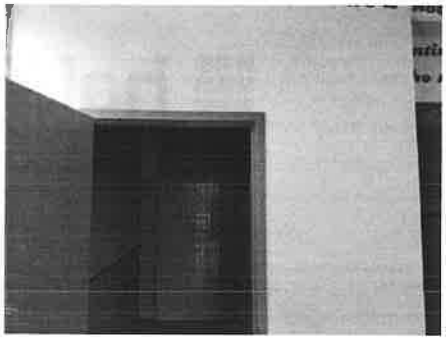
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Annunciation device preferred.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images

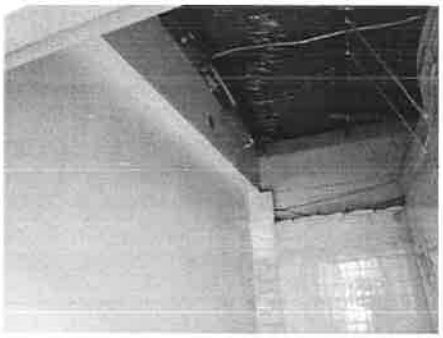


20230331_195313_photo
Taken on Mar 31, 2023, 2:53 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

20230331_195324_photo
Taken on Mar 31, 2023, 2:53 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

20230331_195327_photo
Taken on Mar 31, 2023, 2:53 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

20230331_195333_photo
Taken on Mar 31, 2023, 2:53 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

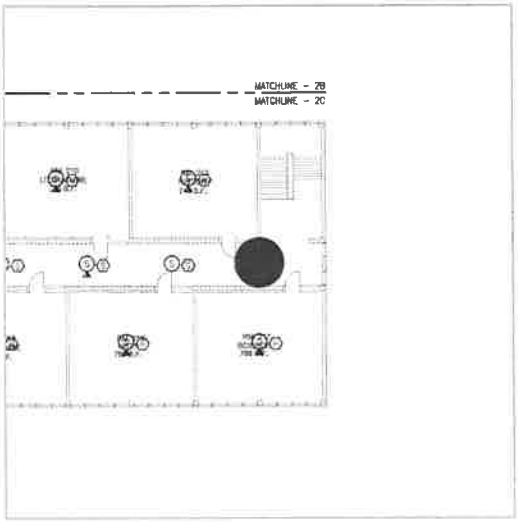


20230331_195336_photo
Taken on Mar 31, 2023, 2:53 PM CDT
Added on Mar 31, 2023, 4:39 PM CDT
Added by Miguel Garcia

Issue detail

#21: General

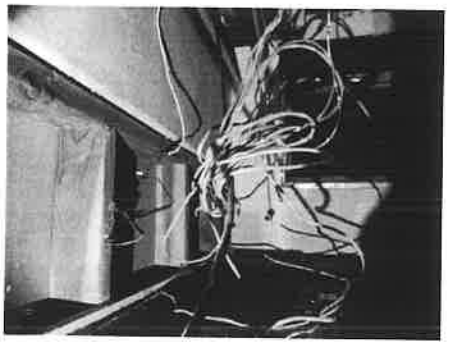
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Confirm all existing cabling to be demo, new cabling not resting on top of ceiling tiles and seal wall penetrations.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images

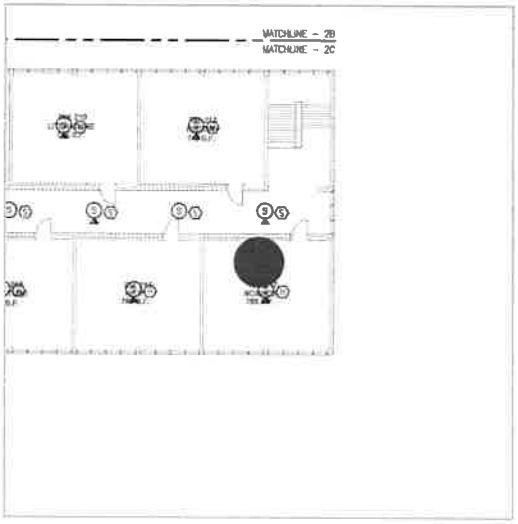


20230331_195602_photo
Taken on Mar 31, 2023, 2:56 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#22: General

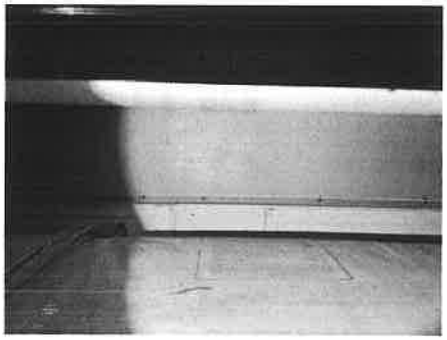
Status	**Open**
Type	PL Punch List > Punch List



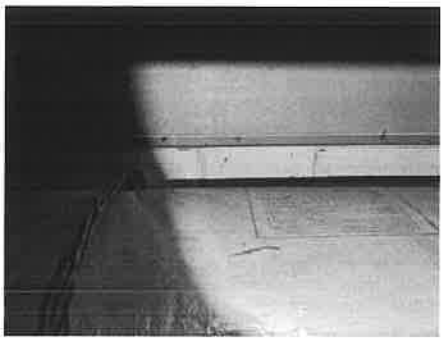
Standard fields

Description	Seal off wall penetrations
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images



20230331_195955_photo
Taken on Mar 31, 2023, 2:59 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

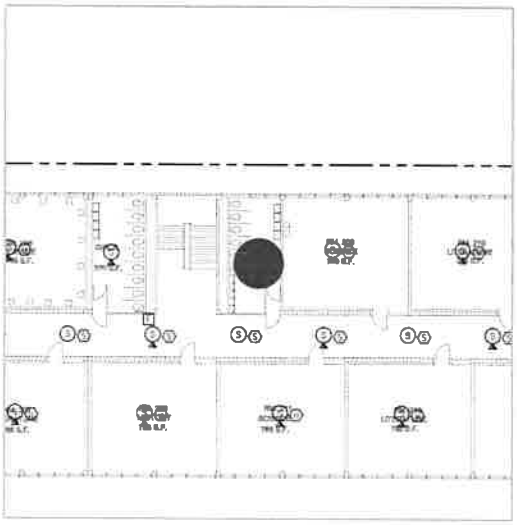


20230331_200007_photo
Taken on Mar 31, 2023, 3:00 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#23: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Patch extra ceiling holes.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_200316_photo
Taken on Mar 31, 2023, 3:03 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#24: General

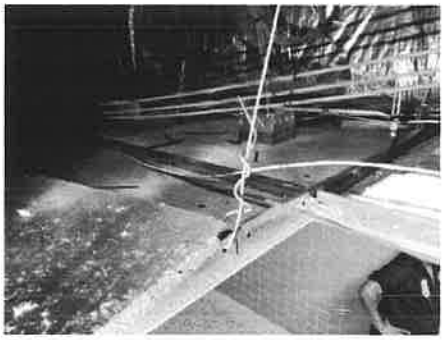
Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Typical. Fix devices falling off ceiling tiles. Demo existing cabling. Paint and finish existing device locations.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_200557_photo
Taken on Mar 31, 2023, 3:05 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia



20230331_200800_photo
Taken on Mar 31, 2023, 3:08 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

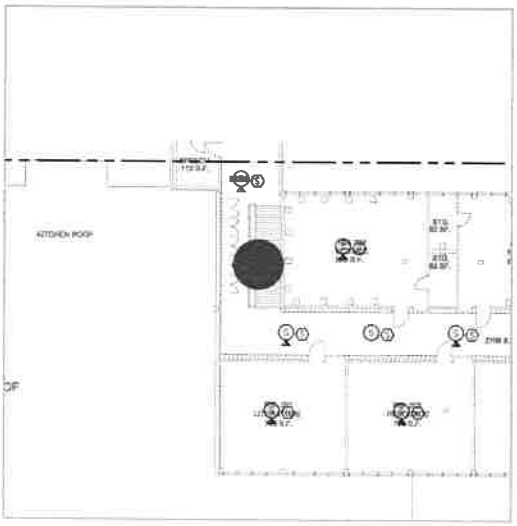
20230331_200810_photo
Taken on Mar 31, 2023, 3:08 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

20230331_200953_photo
Taken on Mar 31, 2023, 3:09 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#25: General

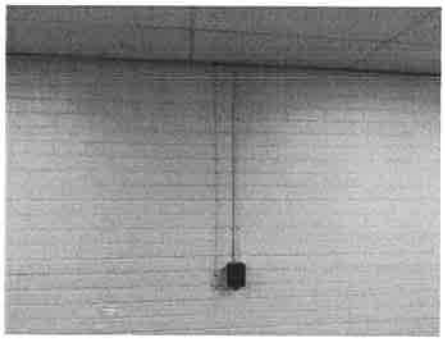
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

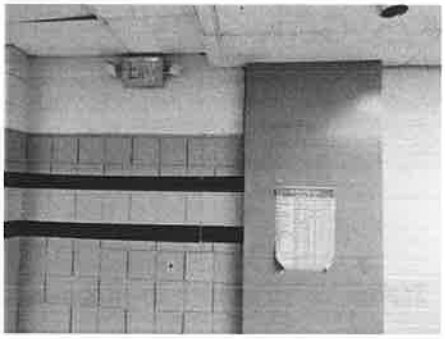
Description	Finish up demo.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA103 (FIRE ALARM PLAN- 2ND FLOOR AREAA)**
Root cause	Quality > Installation

Images



20230331_201204_photo
Taken on Mar 31, 2023, 3:12 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

20230331_201212_photo
Taken on Mar 31, 2023, 3:12 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

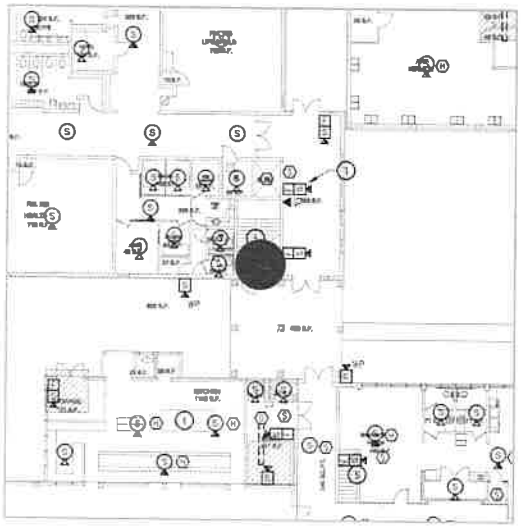


20230331_201219_photo
Taken on Mar 31, 2023, 3:12 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#26: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Typical. Adjust all blank covers.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

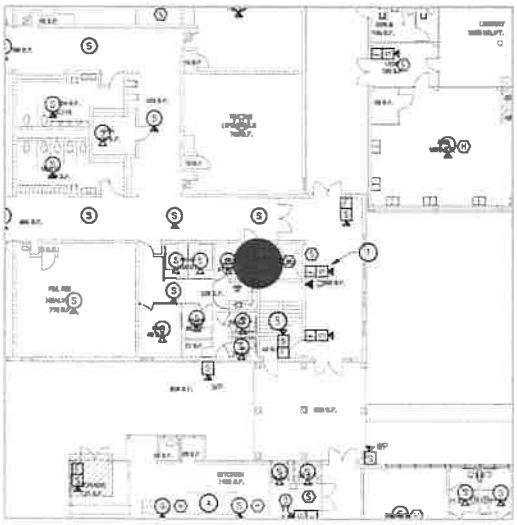
Images

20230331_201522_photo
Taken on Mar 31, 2023, 3:15 PM CDT
Added on Mar 31, 2023, 4:40 PM CDT
Added by Miguel Garcia

Issue detail

#27: General

Status	**Open**
Type	PL Punch List > Punch List

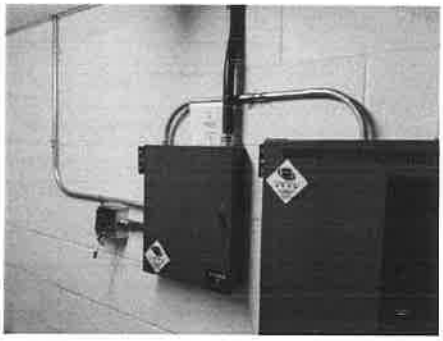


Standard fields

Description	Covers for elevator modules j boxes.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_202054_photo
Taken on Mar 31, 2023, 3:20 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

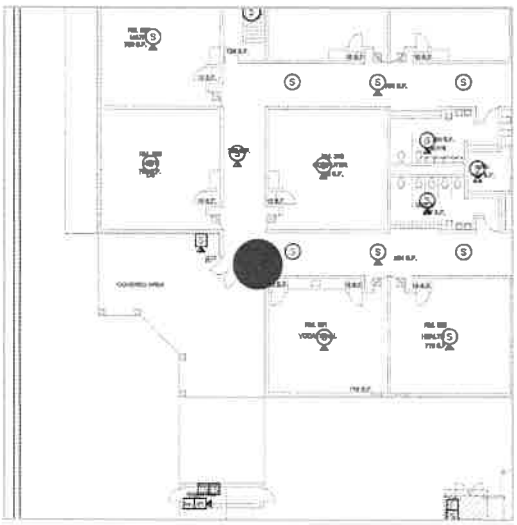


20230331_202231_photo
Taken on Mar 31, 2023, 3:22 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

Issue detail

#28: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Use bigger blank cover. Fix raceway. Paint and missing pull station cover.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230331_202358_photo
Taken on Mar 31, 2023, 3:23 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

Issue detail

#29: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Wall seals, knockouts, covers.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230331_203025_photo
Taken on Mar 31, 2023, 3:30 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

20230331_203034_photo
Taken on Mar 31, 2023, 3:30 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

20230331_203041_photo
Taken on Mar 31, 2023, 3:30 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

20230331_203111_photo
Taken on Mar 31, 2023, 3:31 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

20230331_203133_photo
Taken on Mar 31, 2023, 3:31 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

Issue detail

#30: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Finish Painting Job
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

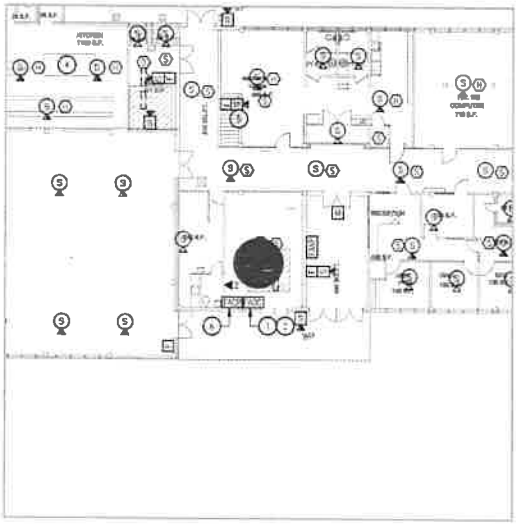
Images

20230331_203613_photo
Taken on Mar 31, 2023, 3:36 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

Issue detail

#31: General

Status	**Open**
Type	PL Punch List > Punch List



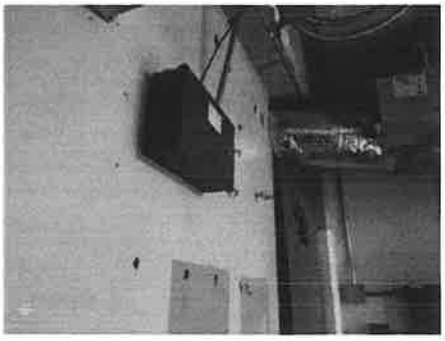
Standard fields

Description	Demo to finish, knock outs, covers, existing duct detectors.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Mar 31, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

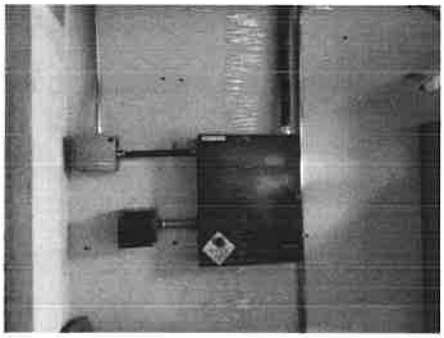
Images

20230331_204032_photo
Taken on Mar 31, 2023, 3:40 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

20230331_204036_photo
Taken on Mar 31, 2023, 3:40 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia



20230331_204100_photo
Taken on Mar 31, 2023, 3:41 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia



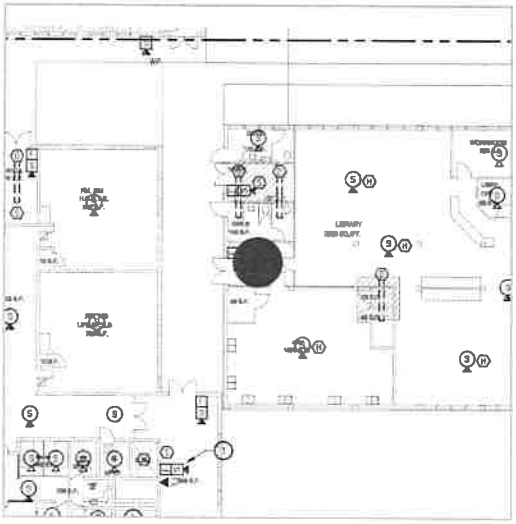
20230331_204107_photo
Taken on Mar 31, 2023, 3:41 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

20230331_204154_photo
Taken on Mar 31, 2023, 3:41 PM CDT
Added on Mar 31, 2023, 4:41 PM CDT
Added by Miguel Garcia

Issue detail

#32: General

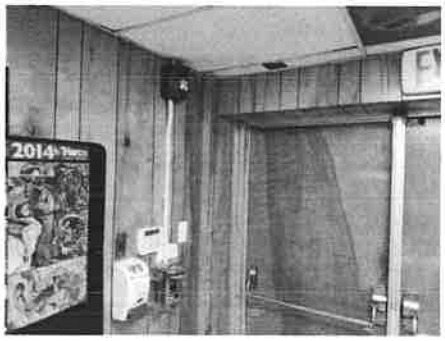
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo pending.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 3, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

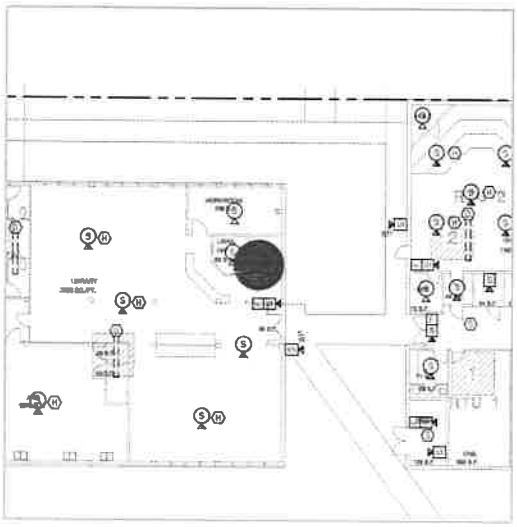


20230403_184729_photo
Taken on Apr 3, 2023, 1:47 PM CDT
Added on Apr 3, 2023, 6:08 PM CDT
Added by Miguel Garcia

Issue detail

#33: General

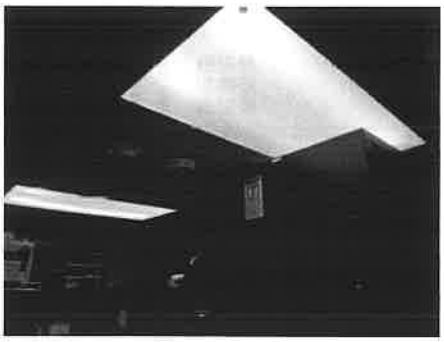
Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 3, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

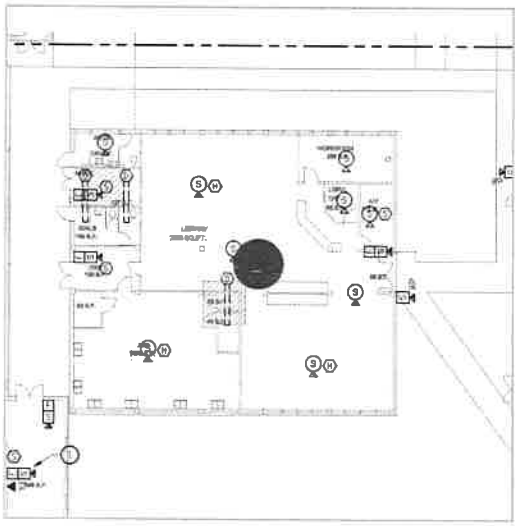


20230403_184948_photo
Taken on Apr 3, 2023, 1:49 PM CDT
Added on Apr 3, 2023, 6:08 PM CDT
Added by Miguel Garcia

Issue detail

#34: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Make use of j-hooks at plenum space.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 3, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_185228_photo
Taken on Apr 3, 2023, 1:52 PM CDT
Added on Apr 3, 2023, 6:09 PM CDT
Added by Miguel Garcia

20230403_185234_photo
Taken on Apr 3, 2023, 1:52 PM CDT
Added on Apr 3, 2023, 6:09 PM CDT
Added by Miguel Garcia

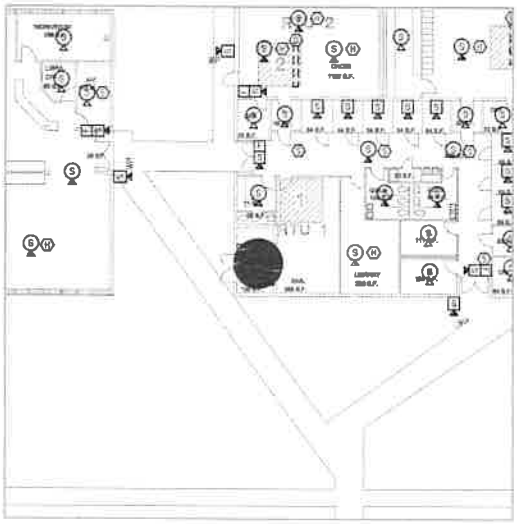
20230403_185236_photo
Taken on Apr 3, 2023, 1:52 PM CDT
Added on Apr 3, 2023, 6:09 PM CDT
Added by Miguel Garcia

20230403_185402_photo
Taken on Apr 3, 2023, 1:54 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

Issue detail

#35: General

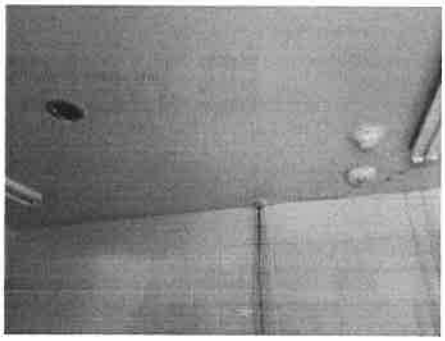
Status	**Open**
Type	PL Punch List > Punch List



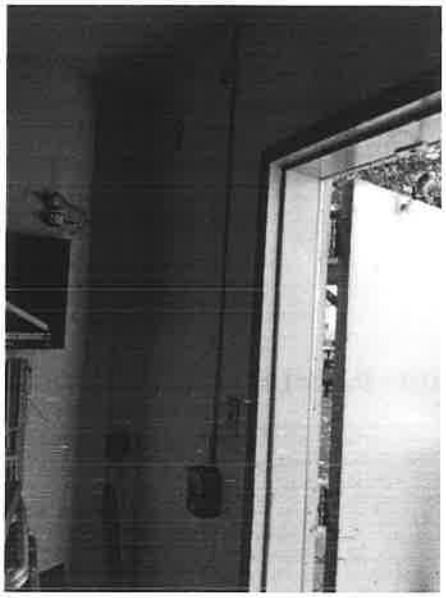
Standard fields

Description	Demo missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images



20230403_185748_photo
Taken on Apr 3, 2023, 1:57 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia



20230403_185804_photo
Taken on Apr 3, 2023, 1:58 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

Issue detail

#36: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Demo and cabling resting on top of hvac ducting.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_185924_photo
Taken on Apr 3, 2023, 1:59 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

20230403_185928_photo
Taken on Apr 3, 2023, 1:59 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

20230403_190105_photo
Taken on Apr 3, 2023, 2:01 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

20230403_190114_photo
Taken on Apr 3, 2023, 2:01 PM CDT
Added on Apr 4, 2023, 9:06 AM CDT
Added by Miguel Garcia

Issue detail

#37: General

Status	**Open**
Type	PL Punch List > Punch List

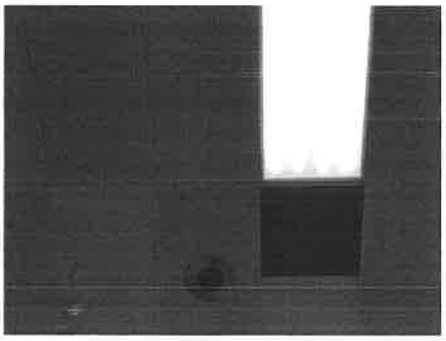
Standard fields

Description	Demo pending. Shift device to avoid water leak.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_190340_photo
Taken on Apr 3, 2023, 2:03 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_190414_photo
Taken on Apr 3, 2023, 2:04 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia



20230403_190453_photo
Taken on Apr 3, 2023, 2:04 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_190502_photo
Taken on Apr 3, 2023, 2:05 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

Issue detail

#38: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Matching paint pending. Typical.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

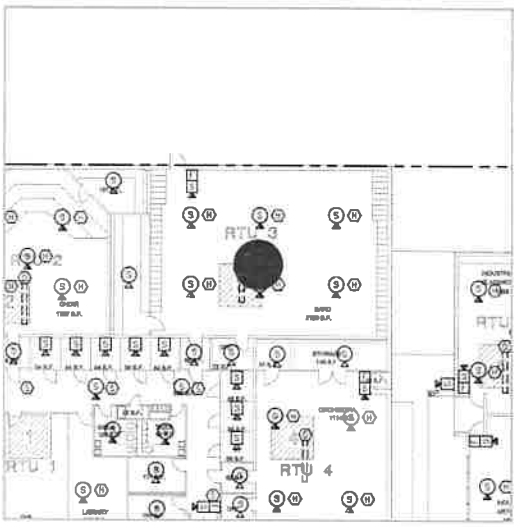
Images

20230403_190810_photo
Taken on Apr 3, 2023, 2:08 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

Issue detail

#39: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo pending.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_191019_photo
Taken on Apr 3, 2023, 2:10 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_191023_photo
Taken on Apr 3, 2023, 2:10 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_191035_photo
Taken on Apr 3, 2023, 2:10 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

20230403_191106_photo
Taken on Apr 3, 2023, 2:11 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

Issue detail

#40: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Adjust.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_191247_photo
Taken on Apr 3, 2023, 2:12 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

Issue detail

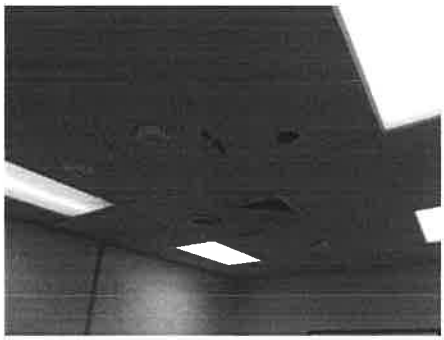
#41: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Demo. Adjustment new device. Replace damaged ct.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

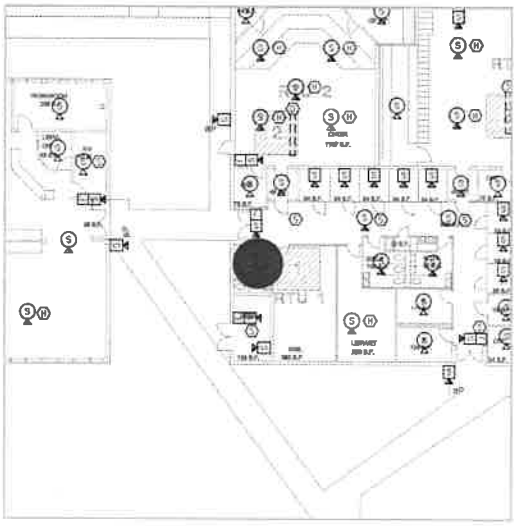


20230403_191345_photo
Taken on Apr 3, 2023, 2:13 PM CDT
Added on Apr 4, 2023, 9:07 AM CDT
Added by Miguel Garcia

Issue detail

#42: General

Status	**Open**
Type	PL Punch List > Punch List

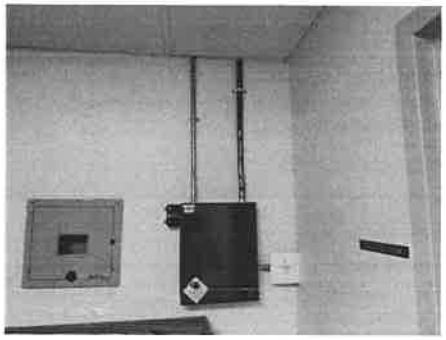


Standard fields

Description	Demo pending
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_191508_photo
Taken on Apr 3, 2023, 2:15 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia



20230403_191519_photo
Taken on Apr 3, 2023, 2:15 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_191616_photo
Taken on Apr 3, 2023, 2:16 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

Issue detail

#43: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Demo pending.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_191708_photo
Taken on Apr 3, 2023, 2:17 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

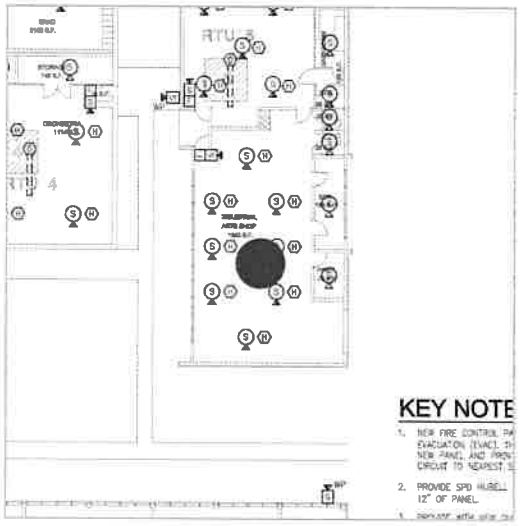
20230403_191713_photo
Taken on Apr 3, 2023, 2:17 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_191756_photo
Taken on Apr 3, 2023, 2:17 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

Issue detail

#44: General

Status	**Open**
Type	General > General



Standard fields

Description	Demo pending. Missing conduit straps.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_192127_photo
Taken on Apr 3, 2023, 2:21 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192144_photo
Taken on Apr 3, 2023, 2:21 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192146_photo
Taken on Apr 3, 2023, 2:21 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

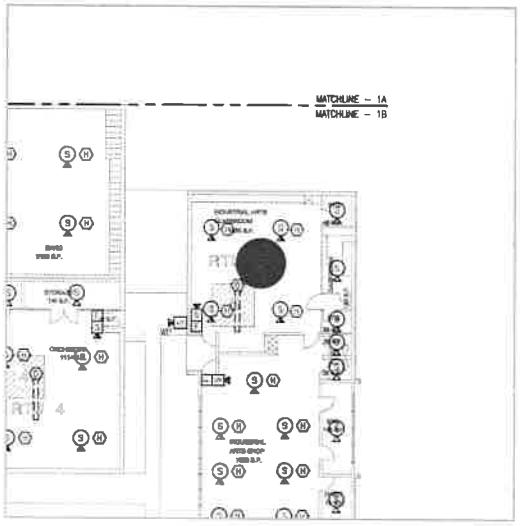
20230403_192244_photo
Taken on Apr 3, 2023, 2:22 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192330_photo
Taken on Apr 3, 2023, 2:23 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

Issue detail

#45: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

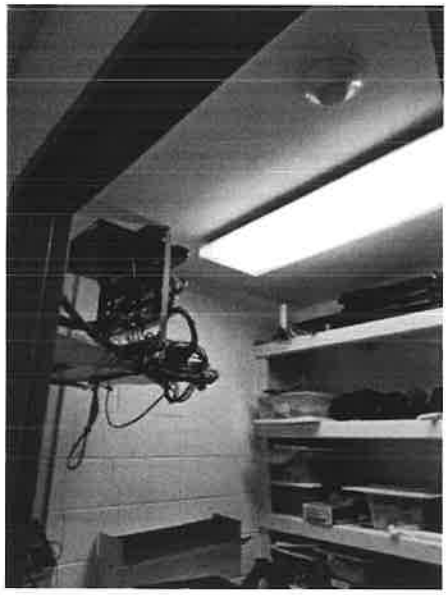
Description	Paint, demo and pull station cover missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images

20230403_192523_photo
Taken on Apr 3, 2023, 2:25 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192539_photo
Taken on Apr 3, 2023, 2:25 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

20230403_192543_photo
Taken on Apr 3, 2023, 2:25 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

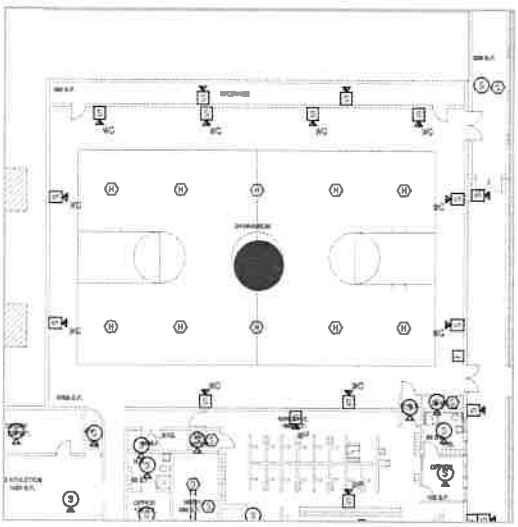


20230403_192611_photo
Taken on Apr 3, 2023, 2:26 PM CDT
Added on Apr 4, 2023, 9:08 AM CDT
Added by Miguel Garcia

Issue detail

#46: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Wall penetrations. Jbox covers. Paint missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_193056_photo
Taken on Apr 3, 2023, 2:30 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_193103_photo
Taken on Apr 3, 2023, 2:31 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_193110_photo
Taken on Apr 3, 2023, 2:31 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_193126_photo
Taken on Apr 3, 2023, 2:31 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

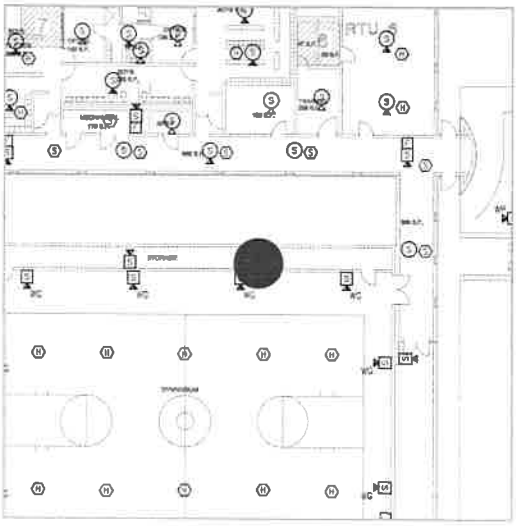
20230403_193134_photo
Taken on Apr 3, 2023, 2:31 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_193220_photo
Taken on Apr 3, 2023, 2:32 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

Issue detail

#47: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Use conduit.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

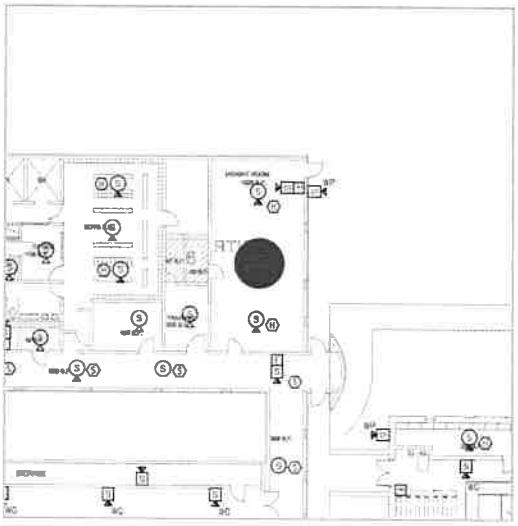
20230403_193606_photo
Taken on Apr 3, 2023, 2:36 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_193610_photo
Taken on Apr 3, 2023, 2:36 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

Issue detail

#48: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

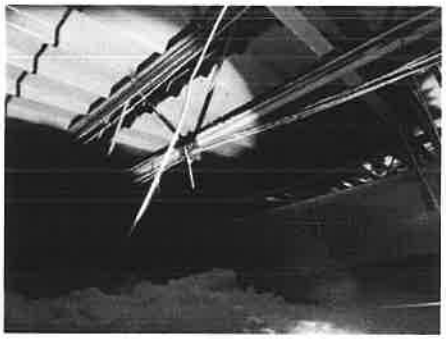
Description	—
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_193943_photo
Taken on Apr 3, 2023, 2:39 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_194001_photo
Taken on Apr 3, 2023, 2:40 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_194114_photo
Taken on Apr 3, 2023, 2:41 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

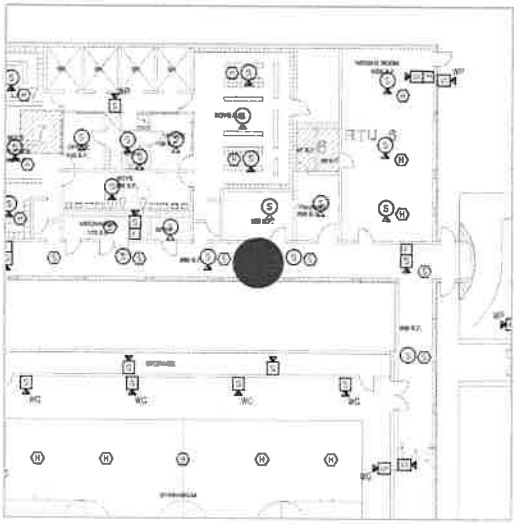


20230403_194131_photo
Taken on Apr 3, 2023, 2:41 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

Issue detail

#49: General

Status	**Closed**
Type	PL Punch List > Punch List



Standard fields

Description	—
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_194312_photo
Taken on Apr 3, 2023, 2:43 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

20230403_194325_photo
Taken on Apr 3, 2023, 2:43 PM CDT
Added on Apr 4, 2023, 9:09 AM CDT
Added by Miguel Garcia

Issue detail

#51: General

Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Pull cover.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_194525_photo
Taken on Apr 3, 2023, 2:45 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_194527_photo
Taken on Apr 3, 2023, 2:45 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_194609_photo
Taken on Apr 3, 2023, 2:46 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

Issue detail

#52: General

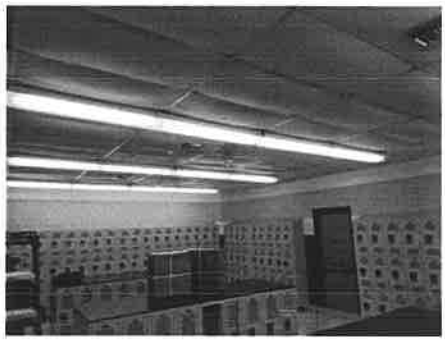
Status	**Open**
Type	PL Punch List > Punch List

Standard fields

Description	Device adjustment.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_194723_photo
Taken on Apr 3, 2023, 2:47 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

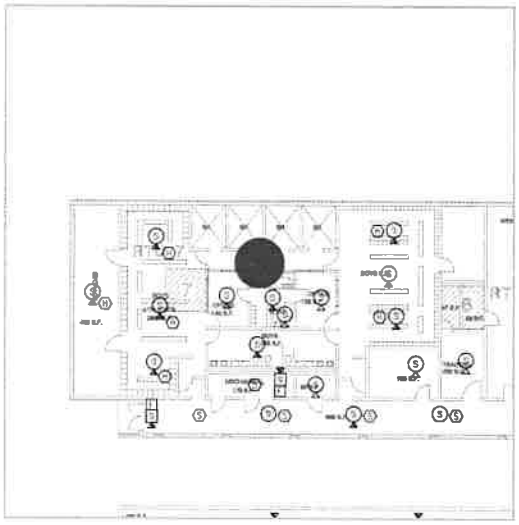


20230403_194727_photo
Taken on Apr 3, 2023, 2:47 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

Issue detail

#53: General

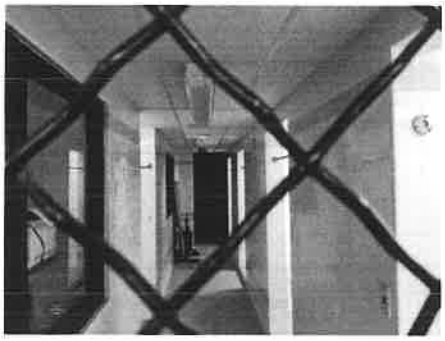
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Replace with weather proof annunciator at shower areas.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

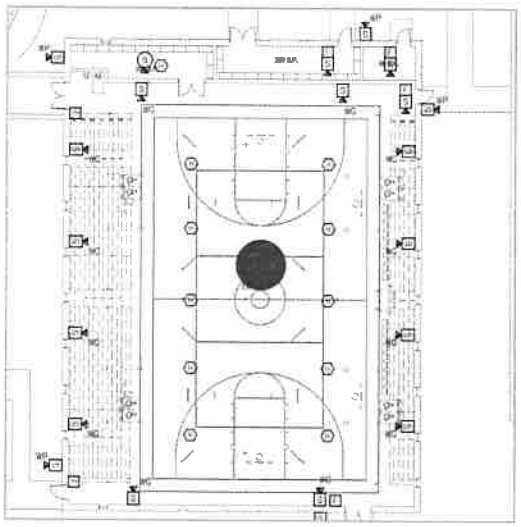


20230403_195146_photo
Taken on Apr 3, 2023, 2:51 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

Issue detail

#54: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Pull cover. Jbox cover. Wire guards missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA102 (FIRE ALARM PLAN- 1ST FLOOR AREAB)**
Root cause	Quality > Installation

Images

20230403_195502_photo
Taken on Apr 3, 2023, 2:55 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_195507_photo
Taken on Apr 3, 2023, 2:55 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_195518_photo
Taken on Apr 3, 2023, 2:55 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_195535_photo
Taken on Apr 3, 2023, 2:55 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

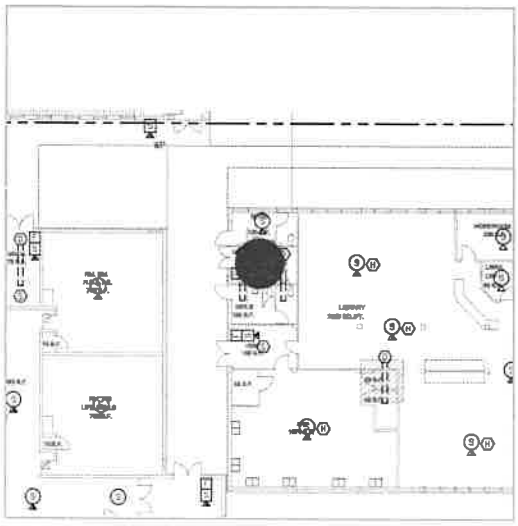
20230403_195619_photo
Taken on Apr 3, 2023, 2:56 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_195649_photo
Taken on Apr 3, 2023, 2:56 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

Issue detail

#55: General

Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo existing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

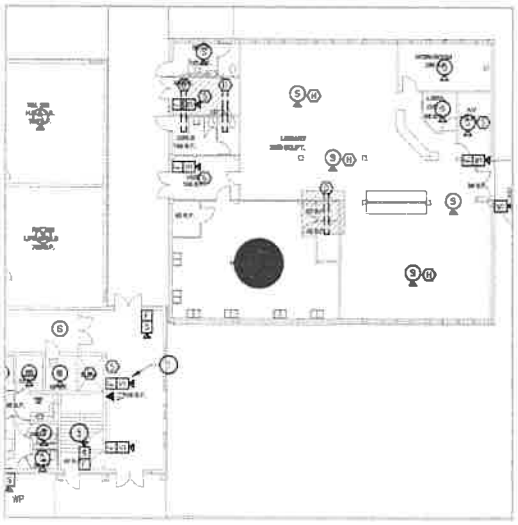
20230403_195721_photo
Taken on Apr 3, 2023, 2:57 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_195722_photo
Taken on Apr 3, 2023, 2:57 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

Issue detail

#56: General

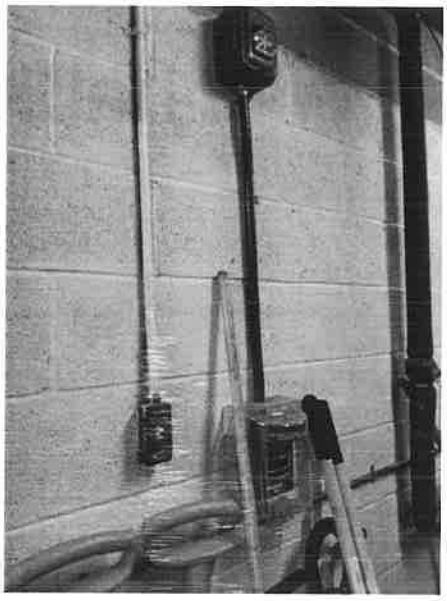
Status	**Open**
Type	PL Punch List > Punch List



Standard fields

Description	Demo missing.
Assigned to	**Contractor**
Created by	**Miguel Garcia** (Halff Associates)
Created on	Apr 4, 2023
Location	—
Location details	600 W Houston Ave, McAllen, TX 78501
Due date	May 10, 2023
Start date	Apr 10, 2023
Placement	**FA101 (FIRE ALARM PLAN- 1ST FLOOR AREAA)**
Root cause	Quality > Installation

Images



20230403_200131_photo
Taken on Apr 3, 2023, 3:01 PM CDT
Added on Apr 4, 2023, 9:10 AM CDT
Added by Miguel Garcia

20230403_200147_photo
Taken on Apr 3, 2023, 3:01 PM CDT
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Added by Miguel Garcia

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20230403_200351_photo
Taken on Apr 3, 2023, 3:03 PM CDT
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Added by Miguel Garcia

20230403_200402_photo
Taken on Apr 3, 2023, 3:04 PM CDT
Added on Apr 4, 2023, 9:11 AM CDT
Added by Miguel Garcia

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Final Payment to GST Construction, Inc. on Contract No. 2024-055 Paving Improvements for McAllen High School Service Drive and Woodrow Wilson Elementary School

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On June 12, 2023, the Board of Trustees approved CSP 2023-1050 Paving Improvements for McAllen High School Service Drive and Woodrow Wilson Elementary School and awarded GST Construction 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 $224,815.25. Funds for this project were available through Fund 620 - Maintenance Tax Note.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to GST Construction, Inc. in the amount of $11,240.76 for Contract No. 2024-055 Paving Improvements for McAllen High School Service Drive and Woodrow Wilson Elementary School.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Elizabeth Gonzalez

SUBMITTED BY: _____

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

Approved for presentation to the Board of Education:

_____
Interim Superintendent of Schools

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2024-055 thru CSP 2023-1050 – Paving Improvements for McAllen High School Service Drive and Woodrow Wilson Elementary School

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

Select one:	
○	Item has been recorded as an asset and assigned an asset number.
◉	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
○	Not applicable.

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

APPROVED BY: _____ Sep 12, 2023

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

ACKNOWLEDGED BY: Dyanira Diaz Sep 12, 2023

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

APPROVED FOR PAYMENT

Melissa Ortiz — Sep 12, 2023
Melissa Ortiz (Sep 12, 2023 15:53 CDT)
Signature — Date

Sep 12, 2023
Signature — Date

Signature — Date

GST CONSTRUCTION, INC.
7337 E. OWASSA RD.
EDINBURG, TEXAS 78542
(956) 739-1000 · (956) 781-3867 Fax

CLIENT: McAllen ISD

Project: 23.034 - 2023-1050 Paving Improvements for McAllen High School Service Drive

Invoice: 23.034 - 4.r2
Pay Period: Retainage Release
TOTAL: $ 11,240.76

Location: McAllen High School Service Drive

ITEM	DESCRIPTION	EST QTY	UNIT	PRICE	TOTAL	Remaining Balance Post Payment	Invoice 4 Work Completed This period Qty	Unit	This Period Billed
	McAllen High School Service Drive								
1.1	Mill Asphalt Along Curb for Overlay	1400.00	LF	$ 4.40	$ 6,160.00	$ -		LF	$ -
1.2	1.5 in Overlay	2300.00	SY	$ 25.00	$ 57,500.00	$ -		SY	$ -
1.3	Exavation for new Paving	800.00	CY	$ 6.00	$ 4,800.00	$ -		CY	$ -
1.4	6in Lime Treated Subgrade	1800.00	SY	$ 7.50	$ 13,500.00	$ -		SY	$ -
1.5	Lime 3% for Subgrade	25.00	Tons	$ 366.00	$ 9,150.00	$ -		Tons	$ -
1.6	8in Flex Base	1800.00	SY	$ 13.33	$ 23,994.00	$ -		SY	$ -
1.7	2in HMAC	1800.00	SY	$ 28.22	$ 50,796.00	$ -		SY	$ -
1.8	Remove and Replace Curb & Gutter	200.00	LF	$ 25.00	$ 5,000.00	$ -		LF	$ -
1.9	7ft Wide Sidewalk	20.00	LF	$ 55.00	$ 1,100.00	$ -		LF	$ -
1.10.	Remove and Replace 24in Valley Gutter	225.00	LF	$ 29.25	$ 6,581.25	$ -		LF	$ -
1.11	Remove and Replace car stops	8.00	EA	$ 157.00	$ 1,256.00	$ -		EA	$ -
1.12	New Car Stops	24.00	EA	$ 115.00	$ 2,760.00	$ -		EA	$ -
1.13	Adjust 5ft Drain Manhole	0.00	EA	$ 366.00	$ -	$ -	-	EA	$ -
1.14	adjust 4ft sewer manhole	0.00	EA	$ 366.00	$ -	$ -	-	EA	$ -
1.15	Erosion Control	1.00	LS	$ 1,255.00	$ 1,255.00	$ -		LS	$ -
1.16	Traffic Control Barricading	1.00	LS	$ 2,615.00	$ 2,615.00	$ -		LS	$ -
1.17	Striping	1.00	LS	$ 7,840.00	$ 7,840.00	$ -		LS	$ -
1.18	Utility Amount	1.00	LS	$ 10,000.00	$ 10,000.00	$ -		LS	$ -
						$ -			
3.01	Contengency by McAllen ISD	1.00	LS	$ 20,508.00	$ 20,508.00	$ -	-	LS	$ -
						$ -			
						$ -			$ -
	TOTAL		Retainage	5%		$ -	$ 11,240.76		$ 11,240.76
	TOTAL Billed This Period				$ 224,815.25	$ -			$ 11,240.76

Weather impact days
none this period

Please make payable to:
GST Construction Inc
Mail to:
7337 Owassa Rd, Edinburg Texas 78542

Jacobo Garza, Owner

APPROVED
By: JAVIER HINOJOSA ENGINEERING
Date: 9/12/23

TEXAS NOTARY ACKNOWLEDGEMENT
STATE OF TEXAS COUNTY OF HIDALGO
On the 12 day of Sep, 2023 before me, Jacobo Garza, personally appeared proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal,

Notary Signature

8/20/25 My Commission Expires:

Seal

DENITH GARZA
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 125397088

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NO. F-1295

September 12, 2023

Mr. Ruben D. Treviño, Executive Director for Facilities, Maintenance & Operations
McAllen I.S.D.
4309 Warrior Drive, Suite B
McAllen, Texas 78501

Re: McAllen High School Service Drive Paving Improvements

Dear Mr. Treviño,

Attached please find Payment Request No. 4 (Retainage & Final) as submitted by GST Construction, Inc., for the McAllen High School Service Drive Paving Improvements. This invoice is for work completed for the pavement improvements for the Service Drive. All work has been completed as per plans and specifications prepared by my office. We recommend payment of this invoice to GST Construction, Inc., in the amount of $11,240.76. Also attached is the Unconditional Waiver and Release on Progress Payment and the Contractor's Guarantee.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

D:\JHE2023\LETTERS\PAYMENT REQUEST\MCALLEN ISD SERVICE DRIVE\Treviño-Ruben D-09-12-23.doc

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NO. F-1295

MEMORANDUM

To: McAllen ISD
Attn: Mr. Ruben Treviño,
Executive Director for Facilities, Maintenance & Operations

From: Mr. Javier Hinojosa, P.E.

Subject: McAllen ISD Paving Improvements
McAllen High School Service Drive

Date: August 31, 2023

The following is the acknowledgment of completion of the punch list for McAllen High School Service Drive as per our inspection held on August 29, 2023:

1. Clean all debris along curb line and all the project site. **Completed**
2. Seal all existing sewer manhole tops around the rim and cover. **Completed**
3. Remove and replace asphalt apron at the intersection with Bulldog Drive. **Completed**
4. Fix all broken concrete along the curb and gutter. **Completed**
5. Flatten existing asphalt along curb to match the gutter. **Completed**
6. Provide asphalt cores. **Completed**

Please let us know when all items have been taken care of. If you have any questions or require further information, please feel free to contact me at your convenience.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Final Payment to Hellas Construction Inc. on Contract No. 2022-189 McAllen High School Synthetic Football Field and Track and Field Improvements

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On May 9, 2022, the Board of Trustees approved RFCQ 2022-1052 McAllen High School Synthetic Football Field and Track and Field Improvements and awarded Hellas Construction, Inc.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is recommending approval of final payment on this project.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

The final contract price for this project was $1,919,200.00. Funds for this project were available through Fund 194 - ESSER II (Local Funds).

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to Hellas Construction Inc. in the amount of $95,960.00 for Contract No. 2022-189 McAllen High School Synthetic Football Field and Track and Field Improvements.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Elizabeth Gonzalez

SUBMITTED BY: _____

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

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2022-189 thru RFCQ 2022-1052 – McAllen High School Synthetic Football Field and Track and Field Improvements

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

Select one:	
○	Item has been recorded as an asset and assigned an asset number.
◉	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
○	Not applicable.

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

APPROVED BY: Sep 12, 2023

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

ACKNOWLEDGED BY: Dyanira Diaz Sep 12, 2023

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

APPROVED FOR PAYMENT
Melissa Ortiz — Sep 12, 2023
Melissa Ortiz (Sep 12, 2023 15:17 CDT)
Signature — Date
Sep 12, 2023
Signature — Date
Signature — Date

APPLICATION AND CERTIFICATE FOR PAYMENT

To (OWNER): McAllen ISD
2000 N. 23rd St.
McAllen, TX 78501

Project: McAllen HS Field & Track Imprv
2021 La Vista Avenue
McAllen, TX 78501

Application No: 10
Invoice No: 31238
Period To: 8/31/2023

From: Hellas Construction, Inc.
12000 W Parmer Ln
Cedar Park, TX 78613

Via (Architect):

Architect's Project No: 20220406

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	120,700.00	120,700.00
Approved this month	0.00	39,300.00
TOTALS	120,700.00	160,000.00
Net change by change orders	-39,300.00	

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

1.	ORIGINAL CONTRACT SUM	$	1,958,500.00
2.	Net change by Change Orders	$	-39,300.00
3.	CONTRACT SUM TO DATE (LINE 1+/-2)	$	1,919,200.00
4.	TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	$	1,919,200.00
5.	RETAINAGE	$	0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	1,919,200.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,823,240.00
8.	SALES TAX	$	0.00
9.	CURRENT PAYMENT DUE	$	95,960.00
10.	BALANCE TO FINISH, PLUS 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 payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hellas Construction, Inc.
By: _____ Date: 8/25/23

State of: Texas County of: Bexar
Subscribed and sworn to before me this 25 day of August 2023

Notary Public: BM
My Commission expires: 6/10/2026

BEN MILLIET
My Notary ID # 133807095
Expires June 10, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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.....$
(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER ~~ARCHITECT~~:

By _____ Date 9/6/23

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.

Javier Hinojosa

CONTINUATION SHEET

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

Application Number: 10
Application Date: 8/31/2023
Period To: 8/31/2023
Architect's Project No: 20220406

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	General Conditions - Construction	97,925	97,925	0	0	97,925	100	0	0
2	Mobilization - Construction	195,850	195,850	0	0	195,850	100	0	0
3	Bonds & Insurance	19,865	19,865	0	0	19,865	100	0	0
4	Demolition - Labor	21,385	21,385	0	0	21,385	100	0	0
5	Demolition - Material	11,965	11,965	0	0	11,965	100	0	0
6	Excavation - Labor	29,406	29,406	0	0	29,406	100	0	0
7	Excavation - Haul Off	20,130	20,130	0	0	20,130	100	0	0
8	Stabilization - Labor	9,490	9,490	0	0	9,490	100	0	0
9	Stabilization - Material	43,872	43,872	0	0	43,872	100	0	0
10	Site Drainage - Labor	11,277	11,277	0	0	11,277	100	0	0
11	Site Drainage - Material	15,989	15,989	0	0	15,989	100	0	0
12	Field Collector Drain Lines - Labor	19,691	19,691	0	0	19,691	100	0	0
13	Field Collector Drain Lines - Material	41,831	41,831	0	0	41,831	100	0	0
14	Field Vertical Drain Stone - Labor	62,287	62,287	0	0	62,287	100	0	0
15	Field Vertical Drain Stone - Material	148,279	148,279	0	0	148,279	100	0	0
16	Flat Drain - Labor	2,878	2,878	0	0	2,878	100	0	0
17	Flat Drain - Material	5,980	5,980	0	0	5,980	100	0	0
18	Nailer Board - Labor	8,208	8,208	0	0	8,208	100	0	0
19	Nailer Board - Material	28,980	28,980	0	0	28,980	100	0	0

CONTINUATION SHEET

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

Application Number: 10
Application Date: 8/31/2023
Period To: 8/31/2023
Architect's Project No: 20220406

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
20	Goal Posts - Labor	3,686	3,686	0	0	3,686	100	0	0
21	Goal Posts - Material	12,786	12,786	0	0	12,786	100	0	0
22	Soccer Goals - Labor	1,085	1,085	0	0	1,085	100	0	0
23	Soccer Goals - Material	6,568	6,568	0	0	6,568	100	0	0
24	Flag Pole - Labor	1,141	1,141	0	0	1,141	100	0	0
25	Flag Pole - Material	4,685	4,685	0	0	4,685	100	0	0
26	ACO Trench Drain - Labor	6,160	6,160	0	0	6,160	100	0	0
27	ACO Trench Drain - Material	7,489	7,489	0	0	7,489	100	0	0
28	Track Curb - Labor	37,350	37,350	0	0	37,350	100	0	0
29	Track Curb - Material	38,614	38,614	0	0	38,614	100	0	0
30	Concrete Sidewalk - Labor	21,812	21,812	0	0	21,812	100	0	0
31	Concrete Sidewalk - Material	22,686	22,686	0	0	22,686	100	0	0
32	Field Events - Labor	23,755	23,755	0	0	23,755	100	0	0
33	Field Events - Material	26,430	26,430	0	0	26,430	100	0	0
34	Relocate Existing Scoreboard - Labor	1,098	1,098	0	0	1,098	100	0	0
35	Relocate Existing Scoreboard - Equipment	4,080	4,080	0	0	4,080	100	0	0
36	Asphalt - Labor	22,878	22,878	0	0	22,878	100	0	0
37	Asphalt - Material	73,075	73,075	0	0	73,075	100	0	0

CONTINUATION SHEET

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

Application Number: 10
Application Date: 8/31/2023
Period To: 8/31/2023
Architect's Project No: 20220406

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
38	Time Clocks - Labor	10,714	10,714	0	0	10,714	100	0	0
39	Time Clocks - Material	11,800	11,800	0	0	11,800	100	0	0
40	Football Field Turf - Labor	131,844	131,844	0	0	131,844	100	0	0
41	Football Field Turf - Material	317,636	317,636	0	0	317,636	100	0	0
42	S200 Track Surfacing - Labor	101,252	101,252	0	0	101,252	100	0	0
43	S200 Track Surfacing - Material	194,588	194,588	0	0	194,588	100	0	0
44	Allowance	0	0	0	0	0	***	0	0
45	CO#3 Safety Nets	40,700	40,700	0	0	40,700	100	0	0
		1,919,200	**1,919,200**	**0**	**0**	**1,919,200**	**100**	**0**	**0**

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NO. F-1295

September 6, 2023

Mr. Ruben D. Treviño, Executive Director for Facilities, Maintenance & Operations
McAllen I.S.D.
4309 Warrior Drive, Suite B
McAllen, Texas 78501

Re: McAllen ISD McAllen High School Football Field and Track Improvements

Dear Mr. Treviño,

Attached please find Payment Request No. 10 (Retainage & Final) as submitted by Hellas Construction, Inc. for the McAllen High School Football Field and Track Improvements. This invoice is for work completed for the McAllen High School Football Field and Track Improvements. All work has been completed as per plans and specifications prepared by my office. We recommend payment of this invoice to Hellas Construction, Inc. in the amount of $95,960.00. Also attached is the Conditional Waiver and Release on Final Payment.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

D:\JHE2023\LETTERS\PAYMENT REQUEST\MCALLEN ISD MCALLEN HS FIELD & TRACK\PAYMENT REQUEST NO. 10 (RETAINAGE)\Treviño-Ruben D-09-06-23.doc

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NO. F-1295

MEMORANDUM

To: McAllen ISD
Attn: Mr. Ruben Treviño,
Executive Director for Facilities, Maintenance & Operations

From: Mr. Javier Hinojosa, P.E.

Subject: McAllen ISD McAllen High School Football Field and Track Improvements

Date: August 28, 2023

The following is the acknowledgment of completion of the punch list for the McAllen High School Football Field and Track Improvements project as per our inspection on August 1, 2023:

1. Remove construction debris from construction site. **Completed**
2. Verify that scoreboard and time clocks are working correctly. **Completed**
3. Make sure District has rubber, sand and left over turf. **Completed**
4. Remove dumpster and portable restroom. **Completed**
5. Grade all areas disturbed during construction to remove all rutting including area around softball field. **Completed**

Please let us know when all items have been taken care of. If you have any questions or require further information, please feel free to contact me at your convenience.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Final Payment to Noble Texas Builders LLC on Contract No. 2023-057 Kitchen Renovations for Leonel H. Gonzalez Elementary School and Andrew Jackson Elementary School

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On June 13, 2022, the Board of Trustees approved RFCQ 2023-1010 Kitchen Renovations for Leonel H. Gonzalez Elementary School and Andrew Jackson Elementary School and awarded Noble Texas Builders LLC.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is recommending approval of final payment on this project.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

The final contract price for this project was $2,798,185.34. Funds for this project were available through Fund 282 - Elementary and Secondary School Relief (ESSER III).

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to Noble Texas Builders LLC in the amount of $139,909.27 for Contract No. 2023-057 Kitchen Renovations for Leonel H. Gonzalez Elementary School and Andrew Jackson Elementary School

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Elizabeth Gonzalez

SUBMITTED BY: _____

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

Approved for presentation to the Board of Education:

_____
Interim Superintendent of Schools

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2023-057 thru RFCQ 2023-1010 – Kitchen Renovations for Leonel H. Gonzalez Elementary School and Andrew Jackson Elementary School

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

Select one:	
○	Item has been recorded as an asset and assigned an asset number.
◉	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
○	Not applicable.

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

APPROVED BY: Sep 12, 2023

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

ACKNOWLEDGED BY: Dyanira Diaz Sep 12, 2023

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: McAllen ISD
2000 N. 23rd St.
McAllen, Texas 78501
ATTN: Melissa Rodriguez

PROJECT: 22-0443-00
CONTRACT FOR: McAllen ISD Gonzalez & Jackson Kitchen Renovations

APPLICATION NO: Retainage
APPLICATION DATE: 7/25/23

PERIOD FROM: 7/01/23
TO: 7/31/23

FROM: Noble Texas Builders
108 S. Main Street
La Feria, Texas 78559

Engineer: HALFF Associates
Gabriel Benavides P.E

CONTRACT DATE: June 13, 2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY			
Change Orders Approved in previous months by Owner		ADDITIONS	DEDUCTIONS 0
TOTAL			
Approved this Month			
Number	Date Approved		
			113,787.66
TOTALS		$0.00	$113,787.66
Net change by Change Orders			-$113,787.66

The present status of the account for this Contract is as follows:

1.	ORIGINAL CONTRACT SUM	$ 2,911,973.00	
2.	Net change by Change Orders	$ -113,787.66	
3.	CONTRACT SUM TO DATE(Line 1+-2)	$ 2,798,185.34	
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 2,798,185.34 =	100.0%
5.	RETAINAGE : 5% of Completed Work	0.00	
6.	TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$ 2,798,185.34	
7.	LESS PREVIOUS CERTIFICATES for PAYMENT (Line 6 from prior Certificate)	$ 2,658,276.07	
8.	CURRENT PAYMENT DUE	$ 139,909.27	
9.	Plus Applicable Taxes 0%		
10.	**CURRENT PAYMENT DUE**	139,909.27	
11.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less (Line 6 x Tax)	$ 0.00	

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

CONTRACTOR: NOBLE GENERAL CONTRACTORS

BY: DATE: July 25, 2023

Jose L. Castro
Project Executive

State Of: Texas County of: Hidalgo County
Subscribed and sworn to before me this 25th day of July, 2023

ADRIAN VARELA
Notary Public, State of Texas
Comm. Expires 12-29-2025
Notary ID 131394338

My Commision expires: December 29, 2025

OWNER'S / ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data compromising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and beleif, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 139,909.27
(Attach explanation if amount certified differs from the amount applied for.)

BY: DATE: 8/14/2023

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

APPROVED FOR PAYMENT

Melissa Ortiz — Sep 12, 2023
Melissa Ortiz (Sep 12, 2023 16:19 CDT)
Signature Date

Sep 12, 2023
Signature Date

Signature Date

McAllen ISD Gonzalez & Jackson Kitchen
McAllen ISD

APPLICATION NO: **Retainage**
APPLICATION DATE: **7/25/23**
PERIOD FROM: **7/01/23**
TO: **7/31/23**

A	B	C	D	E	F	G		H	I
			WORK COMPLETED			TOTAL COMPLETED			
				This Application		AND STORED	%	BALANCE	RETAINAGE
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Applications	Work in Place	Stored Mat'l (not in D or E)	TO DATE (D+E+F)	(G/C)	TO FINISH (C-G)	5%
	Gonzalez Elem. School								
	Owner Contingency	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	AEA No.01 Control Upgrades	14,720.00	14,720.00	0.00	0.00	14,720.00	100.0%	0.00	0.00
	AEA No.02 Transition Ramp as per RFI No.27	2,300.00	2,300.00	0.00	0.00	2,300.00	100.0%	0.00	0.00
	AEA No.03 Conc. Ramp & Electrical.	8,108.00	8,108.00	0.00	0.00	8,108.00	100.0%	0.00	0.00
	AEA No.04 Mud Bed	1,311.00	1,311.00	0.00	0.00	1,311.00	100.0%	0.00	0.00
	AEA No.05_New Exhaust Hood	23,585.14	23,585.14	0.00	0.00	23,585.14	100.0%	0.00	0.00
	AEA No.06-Two Ramp Rails	2,642.00	2,642.00	0.00	0.00	2,642.00	100.0%	0.00	0.00
	AEA No.07-Connect Ovens	611.11	611.11	0.00	0.00	611.11	100.0%	0.00	0.00
	AEA No.08-Ex. Hood Connection & Braising Pan Con.	6,211.35	6,211.35	0.00	0.00	6,211.35	100.0%	0.00	0.00
	AEA No.09- (2) Pantry Fuacets	350.00	350.00	0.00	0.00	350.00	100.0%	0.00	0.00
	AEA No.10- Heat Trace Circuit	629.30	629.30	0.00	0.00	629.30	100.0%	0.00	0.00
	Supervision	70,225.00	70,225.00	0.00	0.00	70,225.00	100.0%	0.00	0.00
	P&P Bonds & Insurances	27,053.00	27,053.00	0.00	0.00	27,053.00	100.0%	0.00	0.00
	Building Permit	7,888.00	7,888.00	0.00	0.00	7,888.00	100.0%	0.00	0.00
	Mobilization	5,336.00	5,336.00	0.00	0.00	5,336.00	100.0%	0.00	0.00
	Existing Conditions (Selective Interior Demolition)	64,663.00	64,663.00	0.00	0.00	64,663.00	100.0%	0.00	0.00
	Concrete	18,250.00	18,250.00	0.00	0.00	18,250.00	100.0%	0.00	0.00
	Masonry	119,401.00	119,401.00	0.00	0.00	119,401.00	100.0%	0.00	0.00
	Metals-Structural Steel	33,387.00	33,387.00	0.00	0.00	33,387.00	100.0%	0.00	0.00
	Wood, Plastics, & Composites	1,965.00	1,965.00	0.00	0.00	1,965.00	100.0%	0.00	0.00
	Thermal & Moisture Protection	6,850.00	6,850.00	0.00	0.00	6,850.00	100.0%	0.00	0.00
	Openings	37,284.00	37,284.00	0.00	0.00	37,284.00	100.0%	0.00	0.00
	Finishes								
	Slip Resistant Floor/Wall Tile for Sanitation in Kitchen	58,568.00	58,568.00	0.00	0.00	58,568.00	100.0%	0.00	0.00
	Interior & Exterior Painting EPOXY for Sanitation in Kitchen	18,535.00	18,535.00	0.00	0.00	18,535.00	100.0%	0.00	0.00
	Specialties								
	Signage & Install	3,568.00	3,568.00	0.00	0.00	3,568.00	100.0%	0.00	0.00
	Restroom Accessories & Install	11,810.00	11,810.00	0.00	0.00	11,810.00	100.0%	0.00	0.00
	Plumbing (Grease Trap)								
	Labor	2,895.00	2,895.00	0.00	0.00	2,895.00	100.0%	0.00	0.00
	Material	8,655.00	8,655.00	0.00	0.00	8,655.00	100.0%	0.00	0.00
	Finishes								
	Moisture Resistant Ceiling for Kitchen	47,540.00	47,540.00	0.00	0.00	47,540.00	100.0%	0.00	0.00
	Equipment (Kitchen Walk In Cooler & Refrigeration)								
	Koldpack Walk In Cooler								
	Equipment	72,181.00	72,181.00	0.00	0.00	72,181.00	100.0%	0.00	0.00

	Labor	29,809.00	29,809.00	0.00	0.00	29,809.00	100.0%	0.00	0.00
	Cold Zone Refrigeration System								
	Equipment	33,109.00	33,109.00	0.00	0.00	33,109.00	100.0%	0.00	0.00
	Labor	20,444.00	20,444.00	0.00	0.00	20,444.00	100.0%	0.00	0.00
	Refrigeration Rack	3,218.00	3,218.00	0.00	0.00	3,218.00	100.0%	0.00	0.00
	Plumbing Upgrades for New Kitchen								
	Labor	84,293.00	84,293.00	0.00	0.00	84,293.00	100.0%	0.00	0.00
	Material	72,170.00	72,170.00	0.00	0.00	72,170.00	100.0%	0.00	0.00
	Fixtures	35,040.00	35,040.00	0.00	0.00	35,040.00	100.0%	0.00	0.00
	HVAC								
	Labor	23,085.00	23,085.00	0.00	0.00	23,085.00	100.0%	0.00	0.00
	Material	27,463.00	27,463.00	0.00	0.00	27,463.00	100.0%	0.00	0.00
	Electrical								
	Labor	56,836.00	56,836.00	0.00	0.00	56,836.00	100.0%	0.00	0.00
	Material	69,506.00	69,506.00	0.00	0.00	69,506.00	100.0%	0.00	0.00
	Gear	27,853.00	27,853.00	0.00	0.00	27,853.00	100.0%	0.00	0.00
	Communications (Data Rough In for New Point of Sales Equipment)	3,173.00	3,173.00	0.00	0.00	3,173.00	100.0%	0.00	0.00
	Jackson Elem. School								
	Owner Contingency	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	AEA No.01- Control Upgrades	13,532.00	13,532.00	0.00	0.00	13,532.00	100.0%	0.00	0.00
	AEA No.02- Relocate RTU Feeder	5,890.00	5,890.00	0.00	0.00	5,890.00	100.0%	0.00	0.00
	AEA No.03- Replace Existing Sanitary & Grease Lines	27,137.50	27,137.50	0.00	0.00	27,137.50	100.0%	0.00	0.00
	AEA No.04- Relocate Gutter Box	678.00	678.00	0.00	0.00	678.00	100.0%	0.00	0.00
	AEA No.05- New Floor Through	1,682.07	1,682.07	0.00	0.00	1,682.07	100.0%	0.00	0.00
	AEA No.06- Relocate Fire Alarm Devices	2,481.00	2,481.00	0.00	0.00	2,481.00	100.0%	0.00	0.00
	AEA No.07- Connect Ovens	611.11	611.11	0.00	0.00	611.11	100.0%	0.00	0.00
	AEA No.08- Stucco to Repair Glazed Brick	6,900.00	6,900.00	0.00	0.00	6,900.00	100.0%	0.00	0.00
	AEA No.09- Relocate Existing Speaker	481.00	481.00	0.00	0.00	481.00	100.0%	0.00	0.00
	AEA No.10 Heat Trace Circuit	549.15	549.15	0.00	0.00	549.15	100.0%	0.00	0.00
	AEA No.11- Canopy Light	552.61	552.61	0.00	0.00	552.61	100.0%	0.00	0.00
	AEA No.12- Back Flow	1,250.00	1,250.00	0.00	0.00	1,250.00	100.0%	0.00	0.00
	Supervision	81,929.00	81,929.00	0.00	0.00	81,929.00	100.0%	0.00	0.00
	P&P Bonds & Insurances	36,493.00	36,493.00	0.00	0.00	36,493.00	100.0%	0.00	0.00
	Building Permit	11,314.00	11,314.00	0.00	0.00	11,314.00	100.0%	0.00	0.00
	Mobilization	7,641.00	7,641.00	0.00	0.00	7,641.00	100.0%	0.00	0.00
	Existing Conditions (Selective Interior Demolition)	76,230.00	76,230.00	0.00	0.00	76,230.00	100.0%	0.00	0.00
	Concrete	45,771.00	45,771.00	0.00	0.00	45,771.00	100.0%	0.00	0.00
	Masonry	159,648.00	159,648.00	0.00	0.00	159,648.00	100.0%	0.00	0.00
	Metals-Structural Steel	119,584.00	119,584.00	0.00	0.00	119,584.00	100.0%	0.00	0.00
	Wood, Plastics, & Composites	1,665.00	1,665.00	0.00	0.00	1,665.00	100.0%	0.00	0.00
	Thermal & Moisture Protection	34,640.00	34,640.00	0.00	0.00	34,640.00	100.0%	0.00	0.00
	Openings	34,805.00	34,805.00	0.00	0.00	34,805.00	100.0%	0.00	0.00
	Finishes								
	Slip Resistant Floor/Wall Tile for Sanitation in Kitchen	46,346.00	46,346.00	0.00	0.00	46,346.00	100.0%	0.00	0.00
	Interior & Exterior Painting EPOXY for Sanitation in Kitchen	8,764.00	8,764.00	0.00	0.00	8,764.00	100.0%	0.00	0.00
	Specialties								
	Signage & Install	11,276.00	11,276.00	0.00	0.00	11,276.00	100.0%	0.00	0.00
	Earthwork	3,881.00	3,881.00	0.00	0.00	3,881.00	100.0%	0.00	0.00
	Exterior Improvements	24,475.00	24,475.00	0.00	0.00	24,475.00	100.0%	0.00	0.00
	Finishes								
	Moisture Resistant Ceiling for Kitchen	54,536.00	54,536.00	0.00	0.00	54,536.00	100.0%	0.00	0.00

	Equipment (Kitchen Walk In Cooler & Refrigeration)								
	Koldpack Walk In Cooler								
	Equipment	72,181.00	72,181.00	0.00	0.00	72,181.00	100.0%	0.00	0.00
	Labor	36,552.00	36,552.00	0.00	0.00	36,552.00	100.0%	0.00	0.00
	Cold Zone Refrigeration System								
	Equipment	33,109.00	33,109.00	0.00	0.00	33,109.00	100.0%	0.00	0.00
	Labor	22,695.00	22,695.00	0.00	0.00	22,695.00	100.0%	0.00	0.00
	Mod-U -Serve Exhaust Hood & Make Up Air Unit								
	Equipment	52,010.00	52,010.00	0.00	0.00	52,010.00	100.0%	0.00	0.00
	Labor	9,645.00	9,645.00	0.00	0.00	9,645.00	100.0%	0.00	0.00
	Refrigeration Rack	3,218.00	3,218.00	0.00	0.00	3,218.00	100.0%	0.00	0.00
	Plumbing Upgrades for New Kitchen								
	Labor	78,163.00	78,163.00	0.00	0.00	78,163.00	100.0%	0.00	0.00
	Material	64,236.00	64,236.00	0.00	0.00	64,236.00	100.0%	0.00	0.00
	Fixtures	21,390.00	21,390.00	0.00	0.00	21,390.00	100.0%	0.00	0.00
	Grease Trap								
	Labor	2,995.00	2,995.00	0.00	0.00	2,995.00	100.0%	0.00	0.00
	Material	8,655.00	8,655.00	0.00	0.00	8,655.00	100.0%	0.00	0.00
	HVAC								
	Labor	96,016.00	96,016.00	0.00	0.00	96,016.00	100.0%	0.00	0.00
	Material	116,326.00	116,326.00	0.00	0.00	116,326.00	100.0%	0.00	0.00
	Equipment	39,625.00	39,625.00	0.00	0.00	39,625.00	100.0%	0.00	0.00
	Electrical								
	Labor	61,895.00	61,895.00	0.00	0.00	61,895.00	100.0%	0.00	0.00
	Material	70,593.00	70,593.00	0.00	0.00	70,593.00	100.0%	0.00	0.00
	Gear	22,451.00	22,451.00	0.00	0.00	22,451.00	100.0%	0.00	0.00
	Communications (Data Rough In for New Point of Sales Equipment)	3,167.00	3,167.00	0.00	0.00	3,167.00	100.0%	0.00	0.00
	GRAND TOTAL	**2,798,185.34**	**2,798,185.34**	**0.00**	**0.00**	**2,798,185.34**	**100.0%**	**0.00**	**0.00**

Punch List

Project:	MISD KITCHEN RENOVATIONS Jackson School	**Report Number:**	001
Owner:	McAllen Independent School District	**Date and Time:**	6/30/2023 10:30 AM
Subject:	Electrical	**AVO:**	45830.001

WEATHER

☐ Clear ☐ Snow ☒ Warm
☐ Overcast ☐ Foggy ☐ Hot
☐ Rain ☐ Cold ☐

SITE CONDITIONS

☒ Clear ☐ Dusty
☐ Muddy ☐
☐ Temperature

DAY

☐ Monday ☐ Thursday
☐ Tuesday ☒ Friday
☐ Wednesday ☐

PERSONS CONTACTED

NOBLE- Jose Castro

WORK OBSERVED

Electrical

ITEMS DISCUSSED

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

REMARKS

Refer to attached photos for remarks.

☒ Attachments 4 pages of photographs

SIGNED: **Luis de la Garza**

Cc:

halff

Field Observation Report

Project:	MISD KITCHEN RENOVATIONS Andrew Jackson Elementary School	**Report Number:**	003 Plumbing
Owner:	McAllen Independent School District	**Date and Time:**	6/30/2023 11:00 AM
Subject:	Plumbing	**AVO:**	45830.001

WEATHER

☐ Clear ☐ Snow ☐ Warm
☐ Overcast ☐ Foggy ☒ Hot
☐ Rain ☐ Cold ☐

SITE CONDITIONS

☒ Clear ☐ Dusty
☐ Muddy ☐
☐ Temperature

DAY

☐ Monday ☐ Thursday
☐ Tuesday ☒ Friday
☐ Wednesday ☐

PERSONS CONTACTED

NOBLE – Jose Castro

WORK OBSERVED

PLUMBING SYSTEMS

ITEMS DISCUSSED

Hot water was not coming out at kitchen sinks and lavatories.

Verify hot water circulating loop is set to designed temperature.

Verify all thermostatic mixing valves are set to designed temperatures.

Refer to attached photos for additional items discussed.

REMARKS

Refer to attached photos for remarks.

☒ Attachments 3 pages of photographs

SIGNED: **Eddie Martinez**

Cc:

PHOTO 1-Domestic water service on exterior shall be insulated and jacketed. (DONE)

Rafael
Thrash

PHOTO 2-Water heater, mixing valve, circ. pump and associated piping are missing check valves. All equipment requires shut-off valves on inlet and outlet piping. (DONE)

Rafael
Thrash

PHOTO 3-Mop sink faucet missing hose and hose bracket. (DONE)

Rafael
Thrash

PHOTO 4-Wall tile opening is too large for escutcheon. Wall openings shall not be visible. Tighten loose escutcheons. (DONE)

Rafael
Thrash

PHOTO 5-Walk in cooler and freezer condensate piping is not properly sloped to prevent water accumulation in piping. (DONE)

Rafael Thrash

PHOTO 6-Gas main shall be provided and install with manual shut-off valve as per plans. (above ceiling per plans) (DONE)(PJ1.02)

Rafael Thrash

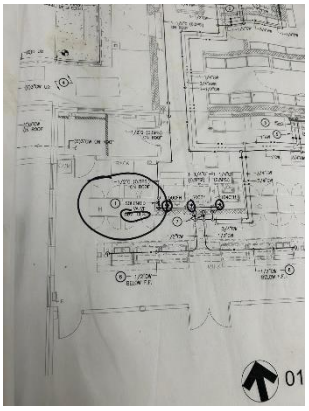
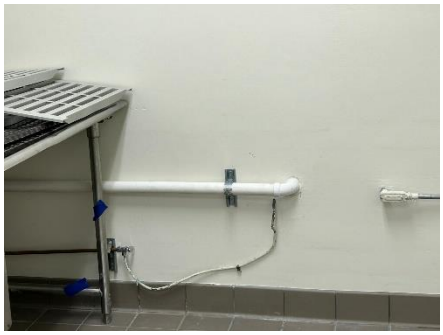


PHOTO 7-Double compartment sink drain piping shall brass construction with polished chrome finish. Terminate sink indirect drain piping with a 45-degree angle cut above floor sink. (DONE)

Rafael Thrash

PHOTO 8-Triple compartment sink drain piping shall brass construction with polished chrome finish. Terminate sink indirect drain piping with a 45-degree angle cut above floor sink. (DONE)

Rafael Thrash

PHOTO 9-Floor drain grate is not flush with tile. (DONE) Rafael Thrash 	PHOTO 10-Exposed sewer piping serving drinking fountains shall not be routed on floor and drain into grease waste. Route and extend pining to floor sink serving ice machine. Piping shall be wall mounted under triple compartment sink, tight to wall and sloped 1/8 inch per foot. Paint exposed piping to match wall. (DONE) Rafael Thrash 

Rafael Thrash

PHOTO 1

Recommend wall mounted location to avoid vibration caused by the refrigeration rack unit.

Rafael Thrash

PHOTO 2

Damaged box feeding refrigeration rack equipment.

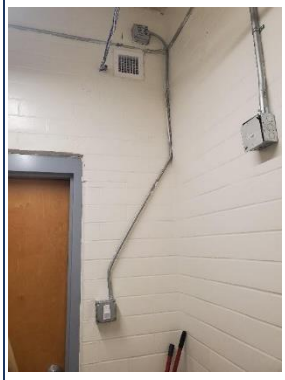
PHOTO 3

The disconnect is right at the edge of the door. Contractor to relocate disconnect lightly to the left. and lowering the restroom sign or mount to door if possible. (DONE)

Rafael Thrash

PHOTO 4

Identify this empty box and conduit. (DONE)



Rafael Thrash

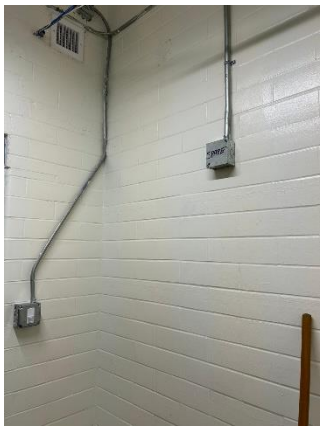


PHOTO 5
Electrical outlet right above gas line, relocate to a higher elevation. (Gas line was relocated) (DONE)

Rafael
Thrash

PHOTO 6
Provide drop cord receptacle from installed boxes and properly installed tile and j-box for all heated cabinets and refrigerated cabinets on both sides of the hood. (DONE)

Rafael
Thrash

PHOTO 7
Provide drop cord receptacle from installed boxes and properly installed tile and j-box for all heated cabinets and refrigerated cabinets on both sides of the hood. (DONE)

Rafael
Thrash

PHOTO 8

Existing receptacles removed? (No, they have power)

Rafael
Thrash

PHOTO 7
Contractor to properly seal floor penetration on stub ups for serving counters. Provide record drawings showing circuits routing to Panel. (Silicone clear was added). (DONE)

Rafael Thrash

PHOTO 10
Provide updated and printed panel schedule for panel LK. Reflecting serving counters. (DONE)

Rafael Thrash

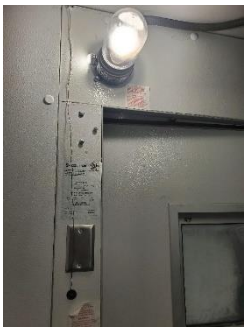
PHOTO 11

Rafael Thrash

Remote Ansul Pull System. Provide contractor record drawings. (DONE)

PHOTO 12
Electrical contractor to properly installed light fixture outside the office. (DONE)

Rafael Thrash

PHOTO 13 Freezer Evaporator appears to be damaged or not properly sealed. Ensure its properly sealed. (DONE) Rafael Thrash 	PHOTO 14 Exposed temperature sensor conductor. Recommendation to add straps to the wall or adding a surface mounted conduit. (DONE)  Rafael Thrash

halff

Punch List

Project:	MISD KITCHEN RENOVATIONS Jackson School	**Report Number:**	001
Owner:	McAllen Independent School District	**Date and Time:**	6/30/2023 10:30 AM
Subject:	Mechanical	**AVO:**	45830.001

WEATHER

☐ Clear ☐ Snow ☒ Warm
☐ Overcast ☐ Foggy ☐ Hot
☐ Rain ☐ Cold ☐

SITE CONDITIONS

☒ Clear ☐ Dusty
☐ Muddy ☐
☐ Temperature

DAY

☐ Monday ☐ Thursday
☐ Tuesday ☒ Friday
☐ Wednesday ☐

PERSONS CONTACTED

NOBLE- Jose Castro

WORK OBSERVED

Mechanical

ITEMS DISCUSSED

Properly insulate condensate line on roof. Typical throughout (photo #3, #4)

Properly slope condensate line

Provide test and balance report

Provide proper labels for chilled water lines. (Photo #1, #2)

REMARKS

Refer to attached photos for remarks.

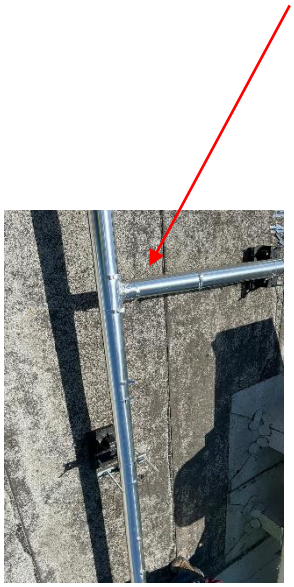
☒ Attachments

SIGNED: **Leroy Martinez**

Cc:

Photo #1	Photo #2
Rafael Thrash	Rafael Thrash

Photo #3



Rafael
Thrash

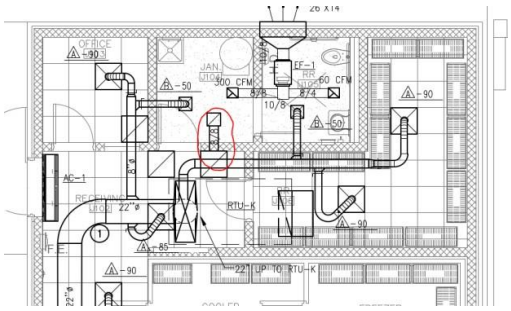
Photo #4

Rafael
Thrash

Photo #5

Rafael
Thrash

Photo #6



Rio Comfort spoke with Le Roy regarding the need of that return duct and came to conclusion that since it is open return we will not be needing this return duct.

Rafael
Thrash

7-7- 2023

MCALLEN I.S.D.
JACKSON ELEM. SCHOOL KITCHEN RENOVATIONS

PUNCH LIST

I. GENERAL

a. Clean site and building
b. Provide closing documents (i.e. warranties, release of liens, operating manuals, etc.)
   1. Affidavit of Payment of Debts and Claims
   2. Contractor's Affidavit of Release of Liens
   3. Consent of Surety Company to Final Payment.
c. Provide Certificate of Occupancy
d. Submit a certified copy of the Architect's final punch list to be completed or corrected, stating that each item had been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
e. Submit final meter readings for utilities, a record of stored fuel, and similar data as of Substantial completion.
f. Submit evidence of continuing insurance coverage complying with insurance requirements
g. Provide "RECORD DRAWINGS". Mark up these drawings to show the actual installation.
h. Provide Record Specifications. Mark to show variations in actual work performed in comparison with the specifications and modifications
i. Pest Control: Engage and experienced exterminator to make a final inspection, and rid the project of rodents, insects and other pests.
j. Verify that all items installed follow A.D.A. requirements.
k. Instruct Owner's representative as to location of valves, operation of security system, a/c operation, filter changes, and other general operation information.
l. Provide inspection reports by fire marshal, sprinkler system installer, security system and intercom system.
m. Training: Provide training for each trade, i.e. Kitchen Equipment, Mechanical, Electrical, Plumbing and emergency systems to Owners representatives.

II. SITE

a. Verify that site grading slopes away from building
b. Sidewalks and Porches: Verify that site grading slopes away from buildings on sidewalks.
   (1) Cross slope max. 2%
   (2) In the direction of travel 8.33% 1:12

III. CONCRETE

a. Completed

IV. MASONRY

a. Cover all holes on CMU and touch up paint

V. STEEL

a. completed

VI. CARPENTRY

a. completed

VII. ROOFING & CAULKING

Roofing Punch list is pending

VIII. DOORS AND WINDOWS (Hardware Punch list is pending)

a. Check all hardware for A.D.A. compliance (i.e. weight on closures, sweep time, height requirements.
b. Deliver all keys to Owner's representative (master and the like).
c. Instruct owner as to proper operation of doors etc.
d. Provide silencers at all doors
e. Provide weather stripping on all exterior doors.
f. Closers: Check pull weight and closing speed to ensure compliance.
g. Provide permanent key cylinders at all doors.
h. Ensure that door lites are a max. of 43" AFF to bottom edge of glass. Refer to detail 33/G2.1.

IX. FINISHES

Please provide owner with extra supplies such as paint, ceiling tiles, ceramic & quarry tiles, etc.

GENERAL NOTES

- Clean entire kitchen, kitchen equipment and quarry tile, wall tile and all grout.
- Touch up paint at door and window frames where needed. (DONE)
- All door signs are missing screws as per specs. (DONE)
- Install all pending ceiling tile. (DONE)
- Caulk around outlets and switches. (DONE)
- Install all missing door silencers at door frames. (DONE)
- Check door closers and adjust weights. (DONE)
- Re-do messy caulking above all hand sinks. (DONE)
- Floor tile & wall base need cleaning throughout.
- Caulk Between tile and ceiling grid above panels with matching tile color. (DONE)

EXTERIOR – EXISTING CANOPY AND NEW BUILDING

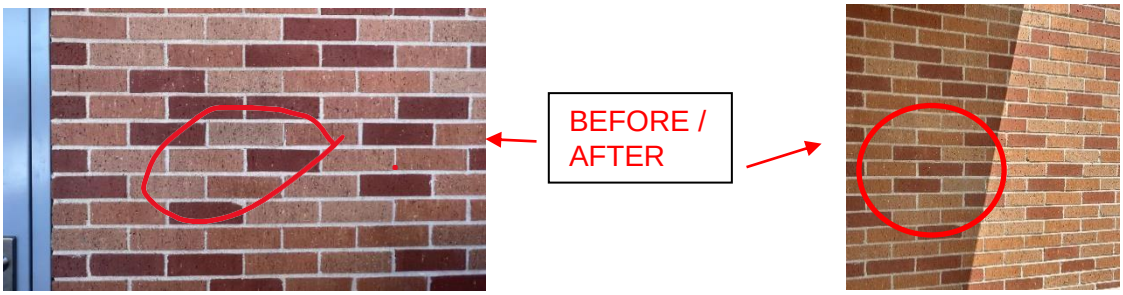
- Clean space between existing canopy and new building. (DONE)
- Grade site properly (away from building, into sidewalk through gutters). (DONE)

Rafael Thrash

BEFORE AFTER

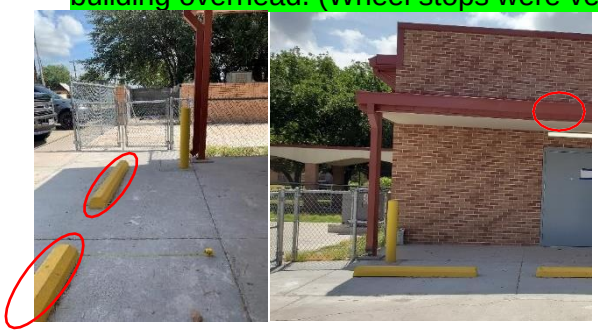
DELIVERY J101 - EXTERIOR ENTRANCE

- Gutter is damaged at middle. (DONE)
- Mortar is too white around 2 bricks. (DONE)
- Cover hole at bottom corner of concrete at new addition. (DONE)
- Replace broken Mortar by door. (DONE)
- Door doesn't close properly so fly fan stays on. (DONE)
- Door is missing sweeps, weatherstripping, rain dip guard. (DONE)
- Caulk around exterior of door frame.
- Fix crack on brick mortar next to door. (DONE)



Rafael Thrash

- Verify if wheel stops are in the right location to prevent the delivery truck hitting the building overhead. (Wheel stops were verified per plans) (DONE)



OFFICE J103

- Touch up paint at all walls and door frames. Behind door. (DONE)
- Missing door stop. (DONE)
- Window is missing screws. (DONE)
- Provide all flat screws at window frames. (DONE)
- Cover hole around switch, data & outlets. (DONE)
- Door lite glass is loose. (DONE)
- Door lite is missing screw. (DONE)
- Door need to be restained and fix scratch on side. (DONE)

Rafael Thrash

JANITOR J104

- Missing door silencers. (DONE)
- Siemens panels is protruding too much. (DONE)
- Cover hole behind switch under panel. (DONE)
- Re-paint floor at concrete stoop. (DONE)
- Caulk around mop sink faucet.
- Replace broken tiles behind WH plumbing lines.

BEFORE / AFTER

Rafael Thrash

- Relocate water heater cut off box minimum 12 inches away from door frame. (DONE)

BEFORE / AFTER

Rafael Thrash

RESTROOM J105

- Caulk tile around door frame. (DONE)
- Caulk around paper towel. (DONE)
- There is a crack on the ceiling. (DONE)
- Caulk around all ceiling vents. (DONE)
- Door needs to be sanded and re-stained. (DONE)

Rafael Thrash

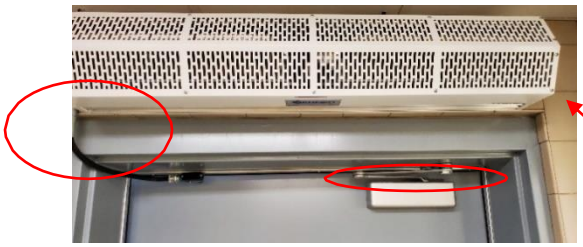
- Remove cardboard from vent. (DONE)
- Replace ceramic tiles at bottom corner next to sink. (DONE)
- Touch up paint at door frame. (DONE)
- Sand and stain door. Door is scratched. (DONE)
- Install cover at door closer. (DONE)
- Soap dispenser needs to be lowered to 48". (total of 3) (DONE)

Rafael Thrash

RECEIVING J102

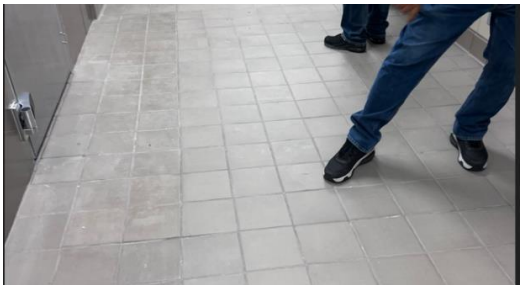
- Caulk around Siemens protective device panel. (DONE)
- Fire extinguisher is too high (27" max. from FF to bubble). (DONE)
- New wall fly curtain conduit should not be showing. All conduits should run inside the wall not exposed. (extra item added) (DONE)
- Paint above door closer. (DONE)

Rafael Thrash



BEFORE / AFTER

- Floor tile is uneven. (fixed) (DONE)



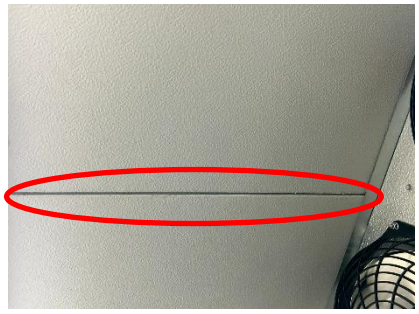
BEFORE / AFTER

FREEZER/COOLER

- Tile is broken at walk-in freezer. (DONE)
- Re-caulk exterior edges of walk-in freezer. (DONE)
- Freezer interior caulk needs to be replaced. (DONE)
- Threshold is missing under doors. (Talked with Mission-do not need it because quarry tile is installed). (DONE)
- Door to freezer does not close properly. (DONE)
- Ceiling panels are missing some plugs. (DONE)
- Door light needs to be fixed. (DONE)
- There's condensation on door lites. (DONE)
- Remove plastic from ceiling panel joints. (DONE)

Rafael Thrash

BEFORE / AFTER



DRY STORAGE J106

- Light fixture outside dry storage door has a big gap. (DONE)
- Touch- up paint at wall above door frame & at door frame header. (DONE)

Rafael Thrash

BEFORE / AFTER

STORAGE J112
ELECTRICAL ROOM J113

- Door silencers missing. (DONE)

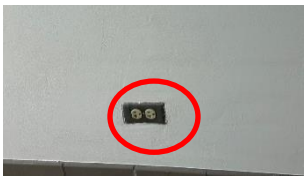
Missing screw at glass panel. (DONE)

BEFORE / AFTER

Rafael Thrash

- Touch up paint around door frame (specially at frame header). (DONE)
- Vents, light and ceiling grid crooked. (DONE)
- Caulk around door frame, gaps. (DONE)
- Wall outside storage: outlet needs to be cleaned or replaced. (DONE)

BEFORE / AFTER



PREP AREA J109 -VENT HOOD

Rafael Thrash

- Cover hole at corner on ceiling grid niche next to hood. (DONE)
- Caulk above between tile and ceiling grid to match tile color. (DONE)
- Align all light fixtures to sit properly on grid. (DONE)
- Hood is not installed flush to wall. (DONE)

BEFORE / AFTER

STORAGE J112

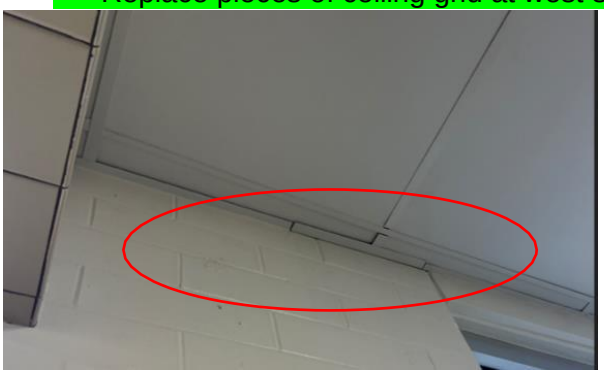
- Remove sticker from hood. (DONE)

BEFORE / AFTER

Rafael Thrash

SERVING LINE J111

- Touch up paint on wall above doors. (DONE)
- Door missing screw at top hinge. (DONE)
- Wood doors need to be sanded and restained. (DONE)
- Install corner guards on walls & furrdown. (DONE)
- Replace pieces of ceiling grid at west side. (DONE)



BEFORE / AFTER

Rafael Thrash

SERVING LINE J111

- Remove small piece of grip & re do grid with longer pieces.

BEFORE / AFTER

- Wall tiles missing. (DONE)

BEFORE / AFTER

Rafael Thrash

UTENSIL WASH AREA- 3 COMPARTMENT SINK

- Caulk above backslash at sink. (DONE)
- Clean and touch up paint under sink. (DONE)
- Cover hole next to pull box by wall in front of sink. (DONE)
- Insulation under sink needs to be installed properly. (DONE)
- Cut bottom of plumbing lines at a diagonal. (DONE)
- Raise pvc plumbing line so that there's a gap between line & floor drain. (DONE)

Rafael Thrash

BEFORE / AFTER

HAND SINK

- Hand sink next to ice machine needs escutcheon plate at plumbing line. (DONE)

BEFORE / AFTER

PREP AREA J109 - 2 COMPARTMENT SINK

Rafael Thrash

- Escutcheon plate around water valves is not flushed to wall.
- Caulk above backslash. (DONE)
- End of pvc plumbing line should be cut at a diagonal. (DONE)

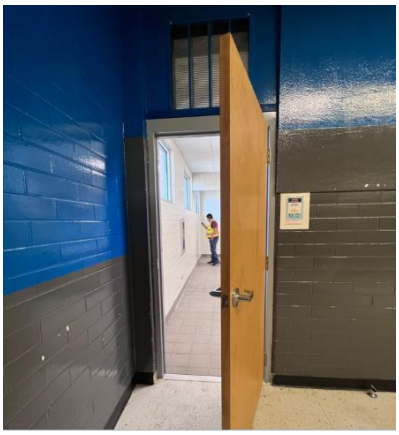
SERVING LINE J111 – DOOR J111B

- Door J111B and frame don't meet code. Pending replacement. (DONE)

BEFORE / AFTER

Rafael Thrash

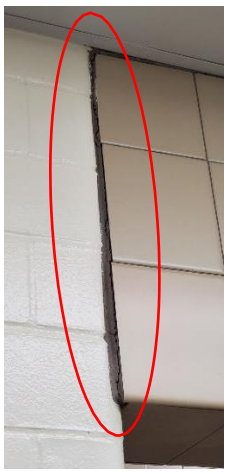
- Door J111A has the wrong swing. Should open towards wall. (DONE)



BEFORE / AFTER

SERVING LINE J111 –

- Mortar is cracked at connection from new wall tile and existing subway tile. Provide caulking to match wall tile color. (DONE)



BEFORE / AFTER

halff

Field Observation Report

Project:	MISD KITCHEN RENOVATIONS Leonel H. Gonzalez Elementary School	**Report Number:**	003 Plumbing
Owner:	McAllen Independent School District	**Date and Time:**	6/30/2023 9:00 AM
Subject:	Plumbing	**AVO:**	45830.001

WEATHER

☐ Clear ☐ Snow ☐ Warm
☐ Overcast ☐ Foggy ☒ Hot
☐ Rain ☐ Cold ☐

SITE CONDITIONS

☒ Clear ☐ Dusty
☐ Muddy ☐
☐ Temperature

DAY

☐ Monday ☐ Thursday
☐ Tuesday ☒ Friday
☐ Wednesday ☐

PERSONS CONTACTED

NOBLE – Jose Castro

WORK OBSERVED

PLUMBING SYSTEMS

ITEMS DISCUSSED

Hot water was not coming out at kitchen sinks and lavatories.

(Verify hot water circulating loop is set to designed temperature.

Verify all thermostatic mixing valves are set to designed temperatures.

Refer to attached photos for additional items discussed.

REMARKS

Refer to attached photos for remarks.

☒ Attachments 5 pages of photographs

SIGNED: **Eddie Martinez**

Cc:

Punch List

Project:	MISD KITCHEN RENOVATIONS Gonzalez School	**Report Number:**	001
Owner:	McAllen Independent School District	**Date and Time:**	6/30/2023 9:00 AM
Subject:	Mechanical	**AVO:**	45830.001

WEATHER

☐ Clear ☐ Snow ☒ Warm
☐ Overcast ☐ Foggy ☐ Hot
☐ Rain ☐ Cold ☐

SITE CONDITIONS

☒ Clear ☐ Dusty
☐ Muddy ☐
☐ Temperature

DAY

☐ Monday ☐ Thursday
☐ Tuesday ☒ Friday
☐ Wednesday ☐

PERSONS CONTACTED

NOBLE- Jose Castro

WORK OBSERVED

Mechancial

ITEMS DISCUSSED

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

REMARKS

Provide test and balance report.

Undercut doors as discussed during site visit.

☐ Attachments

SIGNED: **Leroy Martinez**

Cc:

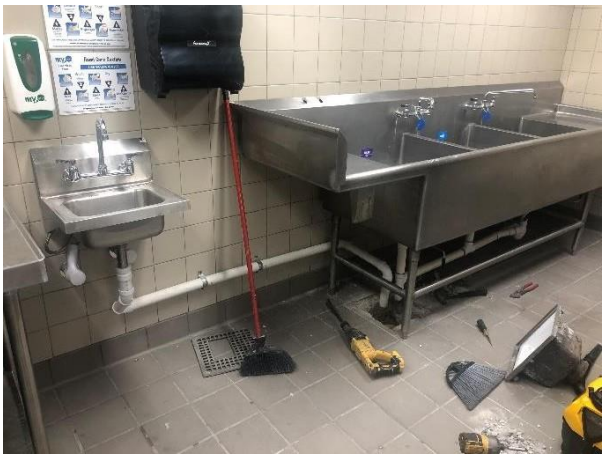


PHOTO 1-Hand sink sewer connection shall be routed concealed in wall and connect to new grease waste piping below finish floor. Provide p-trap offset with air admittance valve. Floor sink serving triple compartment sink is not installed. Triple compartment sink drain piping shall brass construction with polished chrome finish. Terminate sink indirect drain piping with a 45-degree angle cut above floor sink. (DONE) Rafael Thrash

PHOTO 2-Double compartment sink drain piping shall brass construction with polished chrome finish. Terminate sink indirect drain piping with a 45-degree angle cut above floor sink. (DONE) Rafael Thrash

PHOTO 3-Tilting braising pan wall mounted faucet is not installed. Install wall mounted faucet with lever handles, flexible hose, and spray head. Hose length shall reach tilting braising pan. (DONE) Rafael Thrash

PHOTO 4-Faucet water supply hoses serving sink faucet shall be supported from wall tight to bottom of sink. (DONE) Rafael Thrash

Rafael Thrash

PHOTO 5-Water heater, mixing valve, circulating pump and associated piping is missing check valves. All equipment requires shut-off valves on inlet and outlet piping. Piping systems are not labeled and identified. (DONE)

PHOTO 6-Water heater shall be cleaned. Water heater tank finish shall not be scratched or damaged. (DONE) Rafael Thrash

PHOTO 7-Hot water was not coming out at fixtures. Thermometer on return piping line is not hot enough. Hot water circulation loop shall be operating at 120°F. (DONE) Rafael Thrash

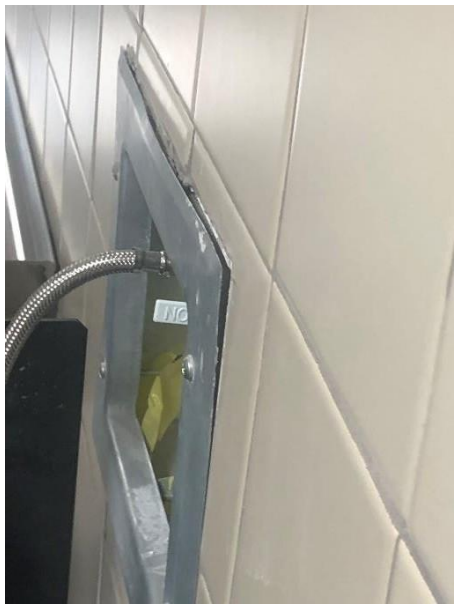


PHOTO 8-Ice machine connection box trim is not flush with finished wall. (DONE) Rafael Thrash

PHOTO 9-Walk in cooler and freezer condensate piping is not properly sloped to prevent water accumulation in piping. (DONE) Rafael Thrash

PHOTO 10-Wall tile opening is too large for escutcheon. Wall openings shall not be visible. (DONE) Rafael Thrash

PHOTO 11-Wall tile opening is too large for escutcheon. Wall openings shall not be visible. Tighten loose escutcheons. (DONE) Rafael Thrash

PHOTO 12-Access panel in student restrooms shall be provided and installed with vandal proof locks. Remove stains from access panel. (DONE) Rafael Thrash

PHOTO 13-New drinking fountains outside of student restrooms are not operational and not connected to GFI receptacles. (DONE) Rafael Thrash

PHOTO 14-Existing area drain designated to remain was removed. Install new drain and connect to grease trap as shown on plumbing plans. (DONE) Rafael Thrash

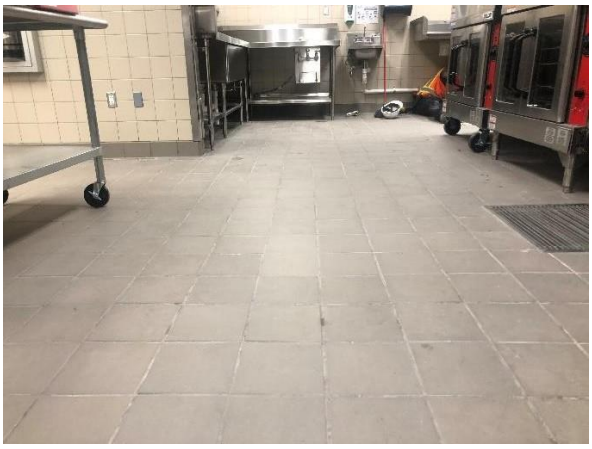


PHOTO 15-Existing area drain designated to remain was removed. Install new drain and connect to grease trap as shown on plumbing plans. (DONE) Rafael Thrash

PHOTO 16-Top of floor drain in staff restroom is not flush with tile. (DONE) Rafael Thrash

 PHOTO 17-Existing insulation and jacket were removed from existing domestic water service and shut-off valve. Re-insulate and jacket existing piping section and paint jacket to match existing. (DONE) Rafael Thrash	

Punch List

Project:	MISD KITCHEN RENOVATIONS Gonzalez School	**Report Number:**	001
Owner:	McAllen Independent School District	**Date and Time:**	6/30/2023 9:00 AM
Subject:	Electrical	**AVO:**	45830.001

WEATHER			SITE CONDITIONS		DAY	
☐ Clear	☐ Snow	☒ Warm	☒ Clear	☐ Dusty	☐ Monday	☐ Thursday
☐ Overcast	☐ Foggy	☐ Hot	☐ Muddy	☐	☐ Tuesday	☒ Friday
☐ Rain	☐ Cold	☐	☐ Temperature		☐ Wednesday	☐

PERSONS CONTACTED

NOBLE- Jose Castro

WORK OBSERVED

Electrical

ITEMS DISCUSSED

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

REMARKS

Refer to attached photos for remarks.

☒ Attachments 5 pages of photographs

SIGNED: **Luis de la Garza**

Cc:

Rafael Thrash

PHOTO 1

Exhaust Fan electrical conduit recommendation to be shorten or strap to exhaust fan to avoid wiggle movements on the disconnect switch. (DONE)

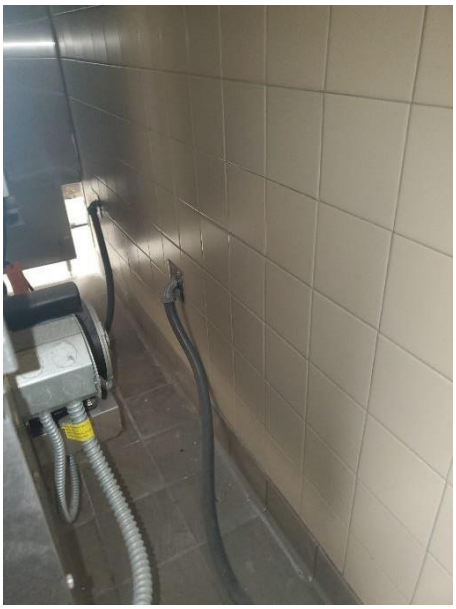


PHOTO 2

Rafael Thrash

As per Food Service Equipment Plans Convection Oven to be provided by Owner and installed by contractor. (DONE)

PHOTO 3

Provide cover plate for empty junction box. (DONE) Rafael Thrash

PHOTO 4

Provide cover plate for empty junction box. (DONE) Rafael Thrash

PHOTO 5

Heated Cabinets and refrigerated cabinet required drop cord receptacle as per food service equipment plans. Coordinate with them if hardwired and ceiling receptacle is appropriate. (DONE)

Rafael Thrash

PHOTO 6

Hood control panel for lights and fans installed within hood. Per conversation with Noble, hood controls was approved to have control panel on hood. (DONE)

Rafael Thrash

PHOTO 7

Restroom lighting show shadows across the restroom. (DONE)

Rafael Thrash

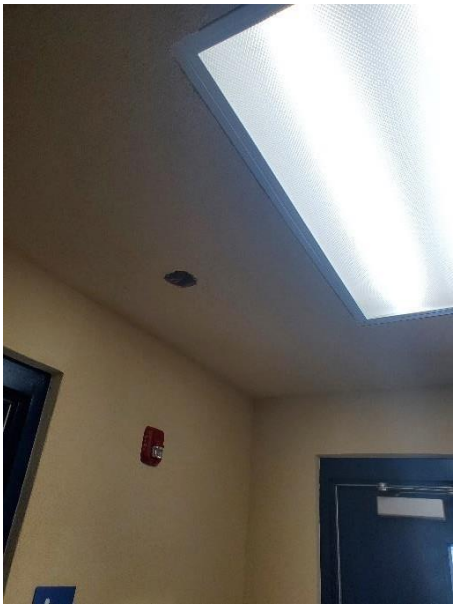


PHOTO 8

Rafael Thrash

Provide cover plater on ceiling j-box. (DONE)

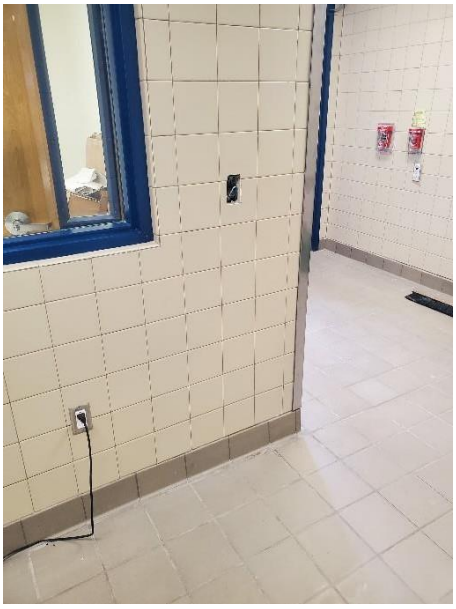


PHOTO 7

Rafael Thrash

Provide cover plate for empty junction box. (DONE)

PHOTO 10

Rafael Thrash

Replace ceiling tile with new for Transformer TKG conduits. (DONE)

PHOTO 11

Rafael Thrash

Electric water fountain outlet shall be concealed behind water cooler and be a GFI receptacle. Coordinate GFI receptacle location requirements with electrical contractor. (DONE)

PHOTO 12

Rafael Thrash

Electric water fountain outlet shall be completely concealed behind water cooler and be a GFI receptacle. Coordinate GFI receptacle location requirements with electrical contractor. (DONE)

PHOTO 13

Rafael Thrash

Recommend wall mounted location to avoid vibration caused by the refrigeration rack unit. (DONE)

PHOTO 14

Rafael Thrash

Recommendation to add a floor mounted support a foot from the grounded for added support. (DONE)

PHOTO 15-

Contractor to provide electrical tape up to 2”-4” at the stub up. Refer to Photo 14. (DONE)

Rafael Thrash

PHOTO 16

Recommendation to add a floor mounted support 12” from the wall. (DONE)

Rafael Thrash

 PHOTO 15 4x4 stainless steel vertical raceway not found. Contractor to provide record drawings of what was installed and how circuits were provided for serving counters. (DONE)	Rafael Thrash

07-06-2023

MCALLEN I.S.D.
GONZALEZ ELEM. SCHOOL KITCHEN RENOVATIONS

PUNCH LIST

I. GENERAL

a. Clean site and building
b. Provide closing documents (i.e. warranties, release of liens, operating manuals, etc.)
   1. Affidavit of Payment of Debts and Claims
   2. Contractor's Affidavit of Release of Liens
   3. Consent of Surety Company to Final Payment.
c. Provide Certificate of Occupancy
d. Submit a certified copy of the Architect's final punch list to be completed or corrected, stating that each item had been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
e. Submit final meter readings for utilities, a record of stored fuel, and similar data as of Substantial completion.
f. Submit evidence of continuing insurance coverage complying with insurance requirements
g. Provide "RECORD DRAWINGS". Mark up these drawings to show the actual installation.
h. Provide Record Specifications. Mark to show variations in actual work performed in comparison with the specifications and modifications
i. Pest Control: Engage and experienced exterminator to make a final inspection, and rid the project of rodents, insects and other pests.
j. Verify that all items installed follow A.D.A. requirements.
k. Instruct Owner's representative as to location of valves, operation of security system, a/c operation, filter changes, and other general operation information.
l. Provide inspection reports by fire marshal, sprinkler system installer, security system and intercom system.
m. Training: Provide training for each trade, i.e. Kitchen Equipment, Mechanical, Electrical, Plumbing and emergency systems to Owners representatives.

II. SITE

a. Verify that site grading slopes away from building
b. Sidewalks and Porches: Verify that site grading slopes away from buildings on sidewalks.
   (1) Cross slope max. 2%
   (2) In the direction of travel 8.33% 1:12

III. CONCRETE

a. Completed

IV. MASONRY

a. Completed

V. STEEL

a. N/A

VI. CARPENTRY

a. N/A

VII. ROOFING & CAULKING

a. Ensure that roof penetration are watertight

VIII. DOORS AND WINDOWS (Punch list under separate attachment)

a. Check all hardware for A.D.A. compliance (i.e. weight on closures, sweep time, height requirements.
b. Deliver all keys to Owner's representative (master and the like).
c. Instruct owner as to proper operation of doors etc.
d. Provide silencers at all doors
e. Provide weather stripping on all exterior doors.
f. Closers: Check pull weight and closing speed to ensure compliance.
g. Provide permanent key cylinders at all doors.
h. Ensure that door lites are a max. of 43" AFF to bottom edge of glass. Refer to detail 33/G2.1.

IX. FINISHES

Provide owner with extra supplies such as paint, ceiling tiles, ceramic & quarry tiles, etc.

GENERAL NOTES

- Clean all kitchen equipment and quarry tile, wall tile and all grout.
- Touch up paint at door and window frames where needed.
- All door signs are missing screws as per specs
- Install all pending ceiling tiles.
- Caulk around outlets and switches.
- Install all missing door silencers at door frames.
- Check door closers and adjust weights.
- Re-do messy caulking above all hand sinks.
- Floor tile & wall base need cleaning throughout
- Caulk Between tile and ceiling grid above panels with matching tile color
- ~~Ceramic tile all along this edge of wall looks very uneven. Install metal trims along all corners or redo all tile and grout lines.~~
- ~~Fire extinguishers need to be lowered to 27" max. from F.F. to the bubble.~~

EXTERIOR

- ~~Exterior Hose bib (HB) to the west of the exit double door at Receiving G112 needs, to be anchored and caulked.~~
- ~~Seal and caulk all other wall penetration on the existing exterior north wall.~~

Done

Done

Rafael Thrash

RECEIVING G112

- ~~Exterior stucco ceiling: Remove old liquid tight flexible electrical conduit that powered the fly fan, seal and caulk penetration.~~

Done Today

Rafael Thrash

- ~~Align ceiling grid and tiles at corner above doors and corner above office door~~
- ~~F.E. cabinet is dented at top and all of them are missing labels~~
- ~~Clean grout off grid above office window and above F.E.~~
- Grout missing at 3rd tile at corner next to dry storage
- ~~Clean joint between floor tile and existing threshold~~
- ~~Retouch paint on exit door~~

Done

Done

Done

Thursday

DRY STORAGE

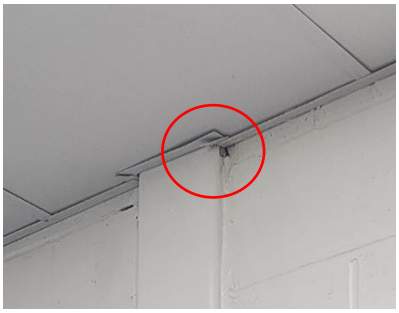
- Touch up paint behind column and patch holes on walls next to column

Done

Rafael Thrash

Done Today

- ~~Cover holes on CMU walls and around outlets and switch~~
- ~~Door does not close properly~~
- ~~Fix ceiling grid at column edge and by light fixture (grid is too short and holes are visible)~~



Done

Rafael Thrash

OFFICE

- ~~Clean grout off CMU and touch up paint above quarry base~~
- ~~Install door silencers at all doors~~
- ~~Touch up paint at door and window frames~~

Done

Done

Done

- ~~Cover hole at top corner of wall~~ Done

Rafael Thrash

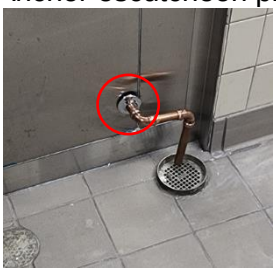
- ~~Cover or caulk holes around door frame~~ Done
- ~~Caulk holes around window frame~~ Done

Rafael Thrash

- ~~Install missing cover plates~~ Done

SERVING G110 KITCHEN

- ~~Adjust all ceiling tiles that are not properly sitting on grid~~
- ~~Install all missing ceramic tile on walls~~ Today
- Several cover plates missing at j-boxes Intercom button installed in its place
- ~~Anchor escutcheon plate at cooler drain flush to cooler wall~~



Anchored

Done

- ~~Water supply box frame/housing is sticking out, install flush to wall~~

Rafael Thrash

- ~~Install ceiling grid and ceiling tile properly at corner of cooler. Grout at top tile is too thick~~

All pending tile was fixed along with grout

- ~~Corner trim guards shall be installed at all tile corners to cover messy tile corners~~
- ~~Caulk around Siemens panel~~ Panel caulked

- Install cover properly at main electrical panel ~~and is missing a screw~~. Fix top corner that is bent.

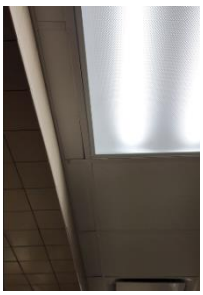
Claim submitted

Rafael Thrash

- ~~Replace wall tile at electrical panel wall~~
- ~~Caulk around thermostat~~

Done

- ~~Fix crooked ceiling tiles above pass thru's (front and back) and clean grout off ceiling grid along wall~~

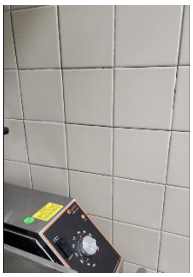


Rafael Thrash

Fill faucet installed

- Braising pan and fill faucet
  - Fill faucet not in the correct location. Relocate to wall mounted
  - ~~Braising pan #06, center on drain below~~
  - ~~Clean drain and remove protective plastic cover completely~~
  - ~~Ceramic tile wall next to braising pan is missing grout around several tiles~~

Done



- ~~Exhaust hood~~
  - ~~Install filters, grease tray.~~
  - ~~Hood Fire suppression system, nozzles need to be adjusted for braising pan~~
  - ~~Missing cover for fire suppression tanks besides hood~~

Rafael Thrash

- Preparation sink No 13
  - ~~Provide Stainless steel plate at back of splash and provide a pony wall extension, the height of the top of the splash.~~

Plate installed

Rafael Thrash

- ~~Preparation Sink, three Compartment sink and work table along the freezer cooler.~~
  ~~-Anchor and seal as per details, 1,2, 3, 5/FSG.5 and detail 2, 4/FSG~~.
  ~~Missing pipe insulation on hand wash sink next to 3 compartment sink~~

Piping installed

Rafael Thrash

- ~~Caulk around cover plate~~

Thursday

Done

- ~~Kitchen type Fire Extinguishers, both:~~
  ~~-Either adjust height or provide a skirting to comply with the protruding objects above 27 inch TDLR code.~~
- ~~Re-grout around quarry tile by column~~

Done

Rafael Thrash

- ~~Install / uncover missing floor drain~~

Drain was uncovered and installed

Rafael Thrash

- ~~Clean grease stain from floor tile~~

UTENSIL G104

- ~~Anchor 3 compartment sink and seal as per details, 1,2, 3, 5/FSG.5 and detail 2, 4/FSG.~~
- ~~Missing quarry base behind 3 compartment sink~~
- Finish drain under 3 compartment sink and anchor sink and caulk around
- ~~Screws missing at top shelf above two compartments sink~~
- ~~Missing screws at shelf above prep table~~
- ~~Power outlets hanging from ceiling~~

Sink was anchored and recaulked

Screws were installed

Rafael Thrash

JANITOR G107

- ~~Caulk around floor sink at bottom and around SS backslash and grout along wall.~~

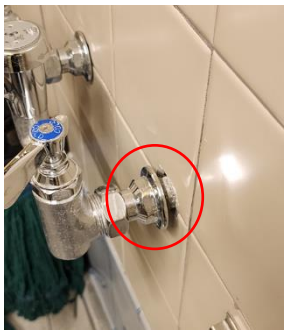
Rafael Thrash

Painted white

- ~~Paint floor and riser at concrete stoop and remove screws sticking out from riser~~
- ~~Label fire extinguisher~~
- ~~Fix or grout hole at floor ceramic tile base behind door~~
- ~~Faucets at sink are not flush to wall, install properly~~

Labels were provided and installed on all F.E.

Were installed flush to wall



- ~~Cover holes at ceiling above pipes~~
- ~~Clean tile~~
- ~~Retouch paint at ceiling~~
- ~~Retouch paint at door frame~~

Rafael Thrash

STAFF RESTROOM

- ~~Door edges are too rough, and the deadbolt plate is too small and hole is visible.~~ Fixed
- ~~Restain door~~ Done

Rafael Thrash

Tommorow

- ~~Replace broken tile under sink~~
- ~~Center light fixture at sink area as per plan~~ Blocking in the way of installation

- ~~Touch up paint around light fixture~~

GIRLS G116 RESTROOM

Rafael Thrash

- ~~Remove plastic from behind mirrors~~
- ~~Touch up paint on door~~
- ~~Install missing screw on door hinge~~
- ~~Replace temporary plywood toilet partition at the far west side.~~
- ~~Install outlet cover plate~~
- ~~Replace broken tile around plumbing lines under sink~~

BOYS RESTROOM

- ~~Touch up paint at door frame and door~~
- ~~Paper towel dispenser trash can need to be installed properly~~
- ~~Remove plastic behind mirrors~~

HALL G115

- ~~Exit doors do not close properly~~
- ~~Clean excess concrete from floor~~ Concrete was sanded and removed

Done

ALCOVE G118

- ~~Cover big hole on ceiling next to light~~
- ~~Remove tape at door hinge~~
- ~~Touch up paint at stucco walls throughout, especially blue paint above door frame~~
- ~~Touch up paint at stucco west wall or remove handprint~~
- ~~Align top of kick plates on doors to match (one is higher than the other)~~ Done
- Touch up paint at railing
- ~~Base of west handrail of ramp: Cleanout at the west handrail, bottom landing needs to be changed to metal in lieu of plastic and remove all square markings from new~~ sidewalk.

Done

Rafael Thrash

- ~~Clean site and remove materials from breezeway and exterior.~~

CAFETERIA

- ~~Double doors leading to breezeway: Cover holes on CMU above door frame and install missing cylinders.~~
- ~~Install missing wall tiles~~
- ~~Check door weights at exterior door~~
- ~~Re-grout floor tile and align ceramic tile at right side. Several tiles are too crooked~~

Rafael Thrash

X. SPECIALTIES

a. Check all applications for T.A.S. approval and requirements.
b. Grab bars: Ensure that top of grab bars are between 33”-36” AFF. Ensure that back grab bar and side grab bars are mounted as per details 38, 39 and 40 G2.1 (height, distance from back of wall for side grab bar and distance from centerline for the one behind the toilet).
c. Toilet paper dispensers: Ensure that H/C dispenser does not restrict paper flow and that dispenser is not less that 19” to centerline AFF. Refer to Detail 39 on Sheet G2.1 for distance from toilet.
d. Towel Dispensers: Ensure that dispenser is no more than 48” AFF for forward approach and 54” AFF for side approach.
e. Install any missing fire extinguishers and add labels at all fire extinguisher cabinets.
f. EDF is missing apron

XI EQUIPMENT

a. There was no electricity to check all the kitchen equipment.

XIII Not applicable

XIV Not applicable

XV. MECHANICAL AND PLUMBING (Refer to Halff Associates punch list for additional items.)
Refer to attached Plumbing and Mechanical punch list for additional items

a. All janitor sinks should have stainless steel splashes.
b. Ensure that sinks are as per section 4.24.4 of A.D.A review and that height to lav. is no more than 34” max. height to top of lavatory with 27” knee clearance.
c. Ensure that all toilets are 16”-18” away from wall and have the flush valve on the wide side of the room. Seat height should be 17”-19” to top of rim and urinals should be 17” max. to rim of basin.
d. Insulate all water (hot and cold) lines and drain lines at sinks.
e. Ensure that drinking fountain spout height is no more than 36” AFF at H/C unit.
f. All water fountains shall be the same model like the H/C water fountains.
g. Check water pressure on all sinks, water fountains, etc.
h. Replace all air filters before turning in the building to the Owner.
i. Mechanical Rooms: seal all pipes leading into school, and make sure all pipes at ceiling have insulation.
j. Make sure water heaters are operating properly
k. All units must be operable at time of substantial completion
l. Make sure proper training is given to MISD staff on how to program the units, controls, software, graphics, etc.
m. T&B Test and Balance

XVI. ELECTRICAL (Refer to Halff Associates punch list for additional items.)
Refer to attached electrical punch list for additional items

a. **There was no electricity to check all equipment.**
b. Provide certificates on the following
   1. Security system
   2. Sound system
   3. Fire alarm system
c. Label all circuits at panel boxes
d. Label all panels

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action of Request for Maximum Class Size Waiver Application for 2023-2024

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Texas Education Code (TEC) 25.112 requires that enrollment in Grades PK-4 not exceed the 22:1 ratio. School districts in Texas are required to conduct a class size enrollment survey for Pre-Kindergarten through Grade 4 no later than the 30th day of school. As of Thursday, September 14th the district had 15 campuses that were exceeding the 22:1 ratio in one grade level or more in Grades PK-4. If we do not apply for the waiver, students who exceed the ratio in any classroom would need to be bussed to campuses out of their neighborhood.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
In considering whether to grant an exception under TEC 25.112(d), the commissioner will consider such things as: availability of teachers, availability of facilities, unanticipated growth, or financial hardship.

LEGAL REVIEW: None required.

BUDGETARY CONSIDERATIONS:
Busing students to other campuses would incur additional transportation costs to the district.

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve the Request for Maximum Class Size Waiver Application for 2023-2024.

SUBMITTED BY: _____

SUPERVISOR: Maribelle Elizondo (Sep 18, 2023 14:44 CDT)

For further information contact:
Name: Maribelle Elizondo
Office: 956.618.6048
eMail: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools Sep 18, 2023

McAllen Independent School District
STUDENT/TEACHER RATIOS
9/14/2023
MEMBERSHIP RECORDS
2023-2024

CAMPUS		GRADE LEVELS/CLASS SECTIONS OVER RATIOS					
GRADE LEVELS	**PRE-K**	**KINDER**	**FIRST**	**SECOND**	**THIRD**	**FOURTH**	**TOTAL SECTIONS**
101-ALVAREZ ELEMENTARY		1					**1**
106-HOUSTON ELEMENTARY							**0**
107-JACKSON ELEMENTARY		1			3	2	**6**
111-MILAM ELEMENTARY	2		3			2	**7**
112-WILSON ELEMENTARY		2				1	**3**
114-FIELDS ELEMENTARY	1				1		**2**
116-SEGUIN ELEMENTARY			1				**1**
119-ESCANDON ELEMENTARY					2		**2**
120-RAYBURN ELEMENTARY	2						**2**
121-ROOSEVELT ELEMENTARY							**0**
122-GARZA ELEMENTARY					2	1	**3**
123-MCAULIFFE ELEMENTARY							**0**
124-GONZALEZ ELEMENTARY				2	1		**3**
126-CASTANEDA ELEMENTARY					1		**1**
127-BLANCA E SANCHEZ ELEMENTARY	1		2				**3**
128-DR PABLO PEREZ ELEMENTARY	1			1		3	**5**
129-LUCILE M. HENDRICKS ELEMENTARY						2	**2**
130-THIGPEN / ZAVALA ELEMENTARY					1		**1**
TOTAL SECTIONS OVER	**7**	**4**	**6**	**3**	**11**	**11**	**42**
TOTAL SECTIONS IN DISTRICT	38	58	64	68	65	68	**361**
PERCENT OVER	18.42%	6.90%	9.38%	4.41%	16.92%	16.18%	11.63%
SECTIONS AT OR UNDER	**31**	**54**	**58**	**65**	**54**	**57**	**319**

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2024-137 Workforce Continuing Education Certificates with South Texas College

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The following continuing education certificates will be added to existing Career Technical Education work-based learning courses: Customer Service, Receptionist, and Social Media Marketing. Infusing the certificates into existing course work will better prepare students for workforce particularly in the area of soft skills.

The District has long partnered with South Texas College to provide District Career Technical Education students the opportunity to earn Certificates of Completion for successfully completing Workforce Continuing Education courses.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Career Technical Education students will be able to earn three certificates in courses included in the Texas Higher Education Coordinating Board's Workforce Education Course Manual. The three certificates will be embedded in CTE courses: Practicum of Business Management, Practicum of Marketing, and Practicum of Information Technology. Students who complete the courses described above will better prepared for the workforce.

LEGAL REVIEW:

The Memorandum of Understanding has been reviewed and approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Memorandum of Understanding No. 2024-137 Workforce Continuing Education Courses with South Texas College from September 25, 2023 through July 31, 2024.

Attachment: ☑

SUBMITTED BY: Lilia Sandoval Silva

SUPERVISOR: Maribelle Elizondo (Sep 20, 2023 17:04 CDT)

For further information contact:
Name: Lilia Sandoval-Silva, Director of CTE
Office: (956) 632-5181
Email: lilia.sandovalsilva@mcallenisd.net

Approved for presentation to the Board of Education:

Interim Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") for Training Services is entered into on September 25, 2023, by and between the Parties identified below. This MOU is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act).

CONTRACTING PARTIES:

Receiving Party: **McAllen Independent School District,** a political subdivision of the State of Texas.

Performing Party: **South Texas College**, a political subdivision of the State of Texas and an institution of higher education.

PURPOSE:

South Texas College Continuing Education (CE) will issue Continuing Education Certificates of Completion to students of Receiving Party who successfully complete CE's Workforce Continuing Education courses (hereinafter referred to as "Program"). These courses are included in the Texas Higher Education Coordinating Board's Workforce Education Course Manual.

SERVICES TO BE PERFORMED:

Parties will perform the following services ("Services"):

Prior to Training:

1. Performing Party will provide Receiving Party with Program curriculum.
2. Receiving Party will identify the high school courses where the Program will be taught.
3. Receiving Party will identify the classes where the Program will be taught ensuring participation of at least five (5) students.
4. Receiving Party will identify the high school teachers, herein after referred to as "Trainers," that will deliver the Program.
5. Trainers will submit a-Performing Party part-time staff application to Performing Party's Human Resources Department (HR).
6. HR will screen and approve Trainers.
7. Receiving Party will provide Performing Party with Trainers' email and Memorandum of Assignment.
8. Receiving Party will be responsible for expenses relating to materials and supplies used for teacher training.
9. Performing Party will provide professional development to Trainers approved by HR.
10. Performing Party will set up the Program in Performing Party registration system at zero tuition.
11. Receiving Party will select only high school juniors and seniors as Program participants.
12. Receiving Party will provide Program information to parents of participating students.
13. Performing Party and Receiving Party will jointly set up Program dates and times.

14. Performing Party will set up Program in the Performing Party registration system and provide course reference numbers to Receiving Party.
15. Performing Party will provide Receiving Party with blank participant registration forms.
16. Receiving Party will provide Performing Party with completed participant registration forms.
17. Receiving Party will provide Performing Party with student transcripts as verification that only juniors and seniors will be attending Program.
18. Performing Party will register participants.
19. Performing Party will provide Receiving Party with admission documentation to be filled out during training:
    a. Class roster
    b. Attendance and grades form
    c. Satisfaction surveys
    d. Grading Protocol: S for Satisfactory and U for Unsatisfactory. A Satisfactory grade and Continuing Education Certification of Completion will be issued to participants who (a) attend at least 85% of the total number of hours comprising the Program and (b) make at least a 70 in the Program. All others will receive an unsatisfactory grade and no Continuing Education Certificate of Completion.

During Training:

20. Receiving Party will deliver Program to participating students.
21. Receiving Party will be responsible for expenses related to materials and supplies used for student training.
22. Performing Party will observe Trainers and fill out the Trainer Observation form.

At the End of Training:

23. Receiving Party will turn in admission documentation to CE Performing Party:
    a. Class roster graded by Trainers.
    b. Attendance and grades forms
    c. Satisfaction surveys
24. Performing Party will issue Certificates of Completion to participants based on the Grading Protocol.
25. Performing Party will submit a Trainer Notice of Employment to HR to compensate Trainer at a rate of $7.29 per hour of instruction.
26. Performing Party will file documentation for auditing purposes: trainer qualifications and admission documentation (see #23 above).

WARRANTIES:

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

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

TERM:

The term of this MOU shall begin on September 25, 2023, and shall end on July 31, 2024, unless sooner terminated in accordance with the terms stated elsewhere in this MOU. The MOU may be renewed by mutual agreement of the parties.

NOTICES:

Except as otherwise specifically provided in this MOU, all notices, consents, approvals, demands, requests or other communications provided for or permitted under this MOU will be in writing and will be deemed to have been duly given or served when delivered by hand delivery, email or fax or deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Receiving Party: McAllen ISD
Rosalba De Hoyos, Interim Superintendent
2000 N 23rd St
McAllen, Texas 78501

To Performing Party: South Texas College
C/O Dr. Ricardo J. Solis, President
3201 West Pecan Blvd.
McAllen, Texas 78501

TERMINATION:

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

OTHER PROVISIONS:

Governing Law. This MOU will be construed, interpreted, and applied in accordance with, and governed by and enforced under, the laws of the State of Texas.

Entire Agreement. This MOU supersedes all prior agreements and discussions, written or oral, between Performing Party and Receiving Party and constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this MOU.

Loss of Funding. Performance by a party of its duties and obligations under this MOU may be dependent upon the appropriation and allotment of funds by its governing body. If a party's governing body fails to allocate the necessary funds, then the party that loses funding may terminate this MOU without further duty or obligation under this MOU.

Additional Documents: The parties hereto agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this MOU.

Assignment. This MOU is not assignable by either party.

Amendment. No Amendment, modification, or alternation of the terms shall be binding unless the same be in writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties approve the execution of this MOU by a motion duly made, seconded, and adopted by the appropriate governing bodies thereof.

RECEIVING PARTY:

By: _____
Name: Debbie Crane Aliseda
Title: President
Board of Trustees

PERFORMING PARTY:

By: _____
Name: Dr. Ricardo J. Solis
Title: President

Approved as to form:
O'Hanlon, Demerath & Castillo

By: _____
Kevin O'Hanlon

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Request For Proposal No. 2024-1003 Personal Importation Mail Order Prescription Program and Agreement No. 2024-165 Personal Importation Program with Elect Rx and Health Solutions through RFP 2024-1003

REFERENCE: Goal 3 - Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On October 13, 2020, the Board awarded Request for Proposal ("RFP") No. 2021-002 International Pharmacy to control the rising cost of medications by sourcing bio-equivalent, Food and Drug Administration ("FDA") versions of medicines through international pharmacies at a lower price than available domestically. Due to the current RFP expiring on December 31, 2023, the District solicited proposals for personal prescription drugs through an importation mail order program.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Ninety-four (94) vendors were invited to submit proposals, and two (2) responded. On September 5, 2023, the evaluation committee (the "Committee"), comprised of Andres Silva, Director for Employee Benefits, Safety, & Risk Management; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Liz Montes, Senior Buyer; consulted with Valley Risk Consulting, and evaluated the proposals. The Committee requested Best and Final Offers ("BAFOs") from the two (2) vendors. In collaboration with Valley Risk Consultants, the Committee evaluated BAFOs on September 8, 2023, and recommends awarding Elect Rx and Health Solutions LLC the highest-ranked vendor.

LEGAL REVIEW:

The draft Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Prescription drug claims are paid through the health plan fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees:

a) approve Request For Proposal No. 2024-1003 Personal Importation Mail Order Prescription Program and award Elect Rx and Health Solutions LLC for a term of (1) year from January 1, 2024, through December 31, 2024, with the option to renew for up to two (2) additional, one (1) year terms, subject to favorable renewal rates and terms at the expiration of each twelve (12) month term;

b) approve that Administration negotiate a contract with Elect Rx and Health Solutions LLC. If the District is unable to negotiate a satisfactory contract with Elect Rx and Health Solutions LLC, the District shall, formally and in writing, end negotiations with Elect Rx and Health Solutions LLC and proceed to the next vendor until a contract is reached or all proposals are rejected;

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

RECOMMENDED BOARD ACTION CONTINUTED:

c) authorize the Superintendent to execute a contract once contract negotiations have been successfully achieved.

SUBMITTED BY: Andres Silva

SUPERVISOR: Todd Miller

For further information contact:
Name: Mr. Todd Miller, Assistant Superintendent for Human Resources
Office: 956-618-6005
eMail: todd.miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalva DeHoyos

Interim Superintendent of Schools

EVALUATION MATRIX

RFP No. 2024-1003 PERSONAL IMPORTATION MAIL ORDER PRESCRIPTION PROGRAM

No.	Criteria	Max. Pts.	ElectRx and Health Solutions LLC	Rx Manage (Global Rx Management Ltd)
	Total Points	**100**	**86.00**	**85.00**
	Ranking			
1	**Price**	**12**	**12**	**12**
	Administration Fees Year 1	*4*	*4*	*4*
			all inclusive pricing	*all inclusive pricing*
	Administration Fees Year 2	*4*	*4*	*4*
			all inclusive pricing	*all inclusive pricing*
	Administration Fees Year 3	*4*	*4*	*4*
			all inclusive pricing	*all inclusive pricing*
2	**Reputation of the vendor and of the vendor's goods or services;**	**6**	**5**	**5**
	References of similar size (3000 + EE)	*3*	*3*	*2*
	3 references -= 3 pts. 2 references = 2 pts. 1 reference = 1 pt.		*3 references (3000 + EE)*	*2 references (3000 + EE)*
	Number of years vendor has been in existance	*3*	*2*	*3*
	15 + years = 3 pts., 4 - 14 years = 2 pts., 0 - 3 years = 1 pt.		*14 years*	*19 years*
3	**The quality of the vendor's goods or services**	**8**	**8**	**8**
	Vendor a defendant in any lawsuit in state or federal court during preceding 5 years.	*2*	*2*	*2*
	Yes = 0 pts. No = 2 pts.		*no*	*no*
	Vendor has unresolved or presently pending claims against them.	*2*	*2*	*2*
	Yes = 0 pts. No = 2 pts.		*no*	*no*
	Vendor filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during any of the preceding seven (7) years.	*2*	*2*	*2*
	Yes = 0 pts. No = 2 pts.		*no*	*no*
	Owner, member, or partner of the vendor filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during any of the preceding seven (7) years.	*2*	*2*	*2*
	Yes = 0 pts. No = 2 pts.		*no*	*no*
4	**The extent to which the goods or services meet District's needs**	**39**	**30**	**30**
	Vendor meets required Minimum Quality Assurance Standards.	*4*	*4*	*4*
	Yes = 4 pts. No = 0 pts.		*yes*	*yes*
	Vendor will provide formulary file with NDS crosswalk and unit price.	*2*	*2*	*2*
	Yes = 2 pts. No = 0 pts.		*yes*	*yes*
	Vendor will provide utilization file with each billing.	*2*	*2*	*2*
	Yes = 2 pts. No = 0 pts.		*yes*	*yes*

EVALUATION MATRIX

RFP No. 2024-1003 PERSONAL IMPORTATION MAIL ORDER PRESCRIPTION PROGRAM

No.	Criteria	Max. Pts.	ElectRx and Health Solutions LLC	Rx Manage (Global Rx Management Ltd)
	Vendor will accept eligibility file for active District members.	2	2	2
	Yes = 2 pts. No = 0 pts.		yes	yes
	Vendor's drug formulary meets or exceeds current drug formulary.	4	4	4
	Yes = 4 pts. No = 0 pts.		yes	yes
	District has discretion to modify formulary list.	4	4	4
	Yes = 4 pts. No = 0 pts.		yes	yes
	District will retain rebates	4	0	0
	Yes = 4 pts. No = 0 pts.		no	no
	Direct billing to District	4	4	4
	Yes = 4 pts. No = 0 pts.		yes	yes
	Vendor proposed transparent, pass through model.	5	0	0
	Yes = 5 pts. No = 0 pts.		no	no
	Vendor included cool and cold chain medications in formulary.	4	4	4
	Yes = 4 pts. No = 0 pts.		yes	yes
	Vendor will allow for 3rd party audits or all rights & obligations under the agreement.	2	2	2
	Yes = 2 pts. No = 0 pts.		yes	yes
	District retains the right to select the third party auditor.	2	2	2
	Yes = 2 pts. No = 0 pts.		yes	yes
5	**The vendor's past relationship with the District, if any.**	**2**	**2**	**0**
	Positive past history = 2 pts. No History = 0 pts.		positive past history	no history
6	**HUB**	**2**	**0**	**0**
	Yes = 2 pts. No = 0 pts.		no	no
7	**The total long-term cost to the District to acquire the vendor's goods or services.**	**30**	**29.00**	**30.00**
	Drug Pricing	20	19.00	20
	14 Top Utilized/Highest Cost Drugs		$559,058.87	$531,125.54
	Other Costs i.e., shipping & handling	10	10	10
	All inclusive = 10 pts. Not all inclusive = 0 pts.		all inclusive pricing	all inclusive pricing
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state**	**1**	**0**	**0**
	Texas Vendor or Employs 500 in Texas = 1 pt. Out of State Vendor = 0 pts.		out of state	out of state
9	**And, any other relevant factor specifically listed in the request for proposal.**	**0**	**0**	**0**

McAllen Independent School District

RFP No. 2024-1003 Personal Importation Mail Order Prescription Program

Drug Cost Analysis

GPI	DDID	Lable Name	Count[1]	ElectRx Drug Cost	Elect Rx Total	Global Rx Drug Cost	Global Rx Total
		Ozempic					
2717007000D222	209911	1mg	108	$1,243.34	$134,280.72	$1,368.55	$147,803.40
2717007000D221	221271	.5mg	57	$1,243.34	$70,870.38	$1,368.55	$78,007.35
		FARXIGA					
27700040200320	182336	10 mg	40	$423.16	$16,926.40	$314.26	$12,570.40
27700040200310	182335	5 mg	12	$391.44	$4,697.28	$347.59	$4,171.08
		Trulicity					
2717001500D220	185810	0.75 mg/0.5 ml	5	$1,549.98	$7,749.90	$1,381.86	$6,909.30
2717001500D230	185813	1.5 mg/0.5 ml	43	$1,549.98	$66,649.14	$1,381.86	$59,419.98
		Jardiance					
27700050000310	184848	10 mg	19	$429.63	$8,162.97	$358.37	$6,809.03
27700050000320	184849	25 mg	19	$429.63	$8,162.97	$358.37	$6,809.03
		XIGDUO					
27996002307525	186281	10 mg-1000 mg	10	$382.15	$3,821.50	$364.32	$3,643.20
27996002307515	186279	5 mg-1000 mg	26	$477.52	$12,415.52	$453.69	$11,795.94
		ENBREL					
6629003000E530	185603	50 mg/1 ml	18	$3,213.42	$57,841.56	$2,664.33	$47,957.94
		JANUVIA					
27550070100340	122702	100 mg	14	$443.87	$6,214.18	$304.82	$4,267.48
		Humira					
6627001500F420	202545	40 mg/0.8 ml	8	$3,063.14	$24,505.12	$2,414.34	$19,314.72
6627001500F420	202545	Auto-Injector 40mg/0.8ml - 2 ea	4	$3,063.14	$12,252.56	$2,414.34	$9,657.36
		Verzenio					
21531010000305	199757	50 mg	5	$5,869.34	$29,346.70	$5,563.51	$27,817.55
21531010000315	199759	150 mg	4	$5,869.34	$23,477.36	$5,563.51	$22,254.04
21531010000310	199758	100 mg	1	$5,869.34	$5,869.34	$5,563.51	$5,563.51
		RYBELSUS					
27170070000320	207961	7 mg	13	$1,154.39	$15,007.07	$948.56	$12,331.28
27170070000330	207962	14 mg	10	$1,154.39	$11,543.90	$948.56	$9,485.60
27170070000310	207960	3 mg	1	$1,154.39	$1,154.39	$948.56	$948.56
		Otezla					
66700015000330	183204	30 mg	5	$1,808.12	$9,040.60	$1,299.92	$6,499.60
		Synjardy[2]					
27996002400325	189584	12.5 mg-1000 mg	21	$210.15	$4,413.15	$138.25	$2,903.25
27996002400320	189583	12.5 mg-500 mg	3	$163.53	$490.59	$138.25	$414.75
27996002400315	189582	5 mg-1000 mg	3	$163.83	$491.49	$138.25	$414.75
		Trelegy Ellipta					
44209903408020	220108	100 mcg/1 actuation-62.5 mcg/1 actuation-25 mcg/1 actuation	5	$478.10	$2,390.50	$472.27	$2,361.35
44209903408040	220116	200 mcg/1 actuation-62.5 mcg/1 actuation-25 mcg/1 actuation	14	$777.57	$10,885.98	$771.74	$10,804.36
		ENTRESTO					
40992002600320	189098	24 mg-26 mg	1	$720.17	$720.17	$714.34	$714.34
40992002600330	189100	49 mg-51 mg	7	$720.17	$5,041.19	$714.34	$5,000.38
40992002600340	189099	97 mg-103 mg	7	$662.32	$4,636.24	$639.43	$4,476.01
		TOTAL	**483**		**$559,058.87**		**$531,125.54**

[1] 01/01/23-07/01/23

[2] Global Cost @ 180 DS. Recalculated to 60 DS as ElectRx

Source: RFP# 2024-1003

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2024-165 PERSONAL IMPORTATION MAIL ORDER PRESCRIPTION PROGRAM
THROUGH REQUEST FOR PROPOSAL NO. 2024-1003 (Elect Rx and Health Solutions LLC)

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **ELECT RX AND HEALTH SOLUTIONS LLC** an Ohio Limited Liability Company (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, District recognizes that the Employee Benefits Department of District (the "Department") requires certain services ("Services") rendered by Vendor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested proposals from vendors for Services, more particularly described on Exhibit A attached hereto;

WHEREAS, Vendor submitted a response to the District's proposal;

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Vendor in accordance with the local, state and federal regulations for procurement;

WHEREAS, District has determined that for proper and efficient operation of the Department, several objectives must be met, including, among others, coordination of schedules and assignments, administrative ease and efficiency, consistency and uniformity in book and recordkeeping, and the delivery of quality Services;

WHEREAS, the Vendor is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Contract; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Vendor during the term of this Contract;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE VENDOR

Vendor shall perform all of the work and provide all equipment, materials, and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Vendor represents and warrants to District that Vendor possesses all of the licenses, permits, and expertise required to provide the equipment, materials, and labor and perform the services contemplated hereunder. Vendor

warrants and represents that during the term of this Contract, Vendor shall maintain all such licenses and permits. Vendor warrants that the services rendered and equipment, materials, and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

A. This Contract
B. Exhibit "A" – District's Request for Proposal No. 2024-1003
C. Exhibit "B" – Vendor's Response to District's Request for Proposal No. 2024-1003
D. Exhibit "C" – Certificate of Insurance
E. Exhibit "D" – Data Sharing Agreement

This Contract is entered into subject to the following conditions:

A. Vendor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

B. Vendor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Vendor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Contract, Vendor will, at Vendor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

A. Statutory Workers' Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - $500,000

B. Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate.

C. Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000. No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

D. The District shall be named as an additional insured by endorsement on the Vendor's policy as to the subject job.

E. The Vendor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Contract as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Vendor agrees, for itself and on behalf of its successors, and any person or persons claiming under Vendor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Vendor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes. The payment for services, materials, and labor shall be paid by District to Vendor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Vendor expressly acknowledges that Vendor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes, and all other federal, state, and local taxes. Vendor, as independent Vendor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Vendor in performing any portion of this Contract or any action or omission incident thereto. Vendor also agrees to pay for and provide workers compensation insurance covering all employees working for Vendor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Vendor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Vendor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Vendor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Vendor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. DOCUMENT RETENTION

Vendor shall retain copies of contracts that are entered into by District as a result of the services provided hereunder. Vendor shall make the said materials available for audit, examination, excerpt, and transcription to District, sub-grantee or grantee of funds, or their authorized representatives and shall maintain and retain the same for the minimum period required by state law for record retention for public school districts or local governmental units, but in no event less than a period of four (4) years following the termination of this agreement. Prior to the destruction or disposal of any records or documents related to this Agreement, Vendor will notify the District in writing within 30 days of the scheduled destruction or disposal and give the District an opportunity to obtain possession of, retain, and store the same at its own cost.

11. NON-DISCRIMINATION

Vendor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

12. HOLD HARMLESS

VENDOR AGREES TO HOLD HARMLESS AND INDEMNIFY DISTRICT FROM ANY LIABILITY AND/OR DAMAGES, WHICH MAY DIRECTLY OR INDIRECTLY ARISE FROM OR OCCUR IN CONNECTION WITH VENDOR'S PERFORMANCE UNDER THIS CONTRACT OR ANY ACTION, ACTIVITY OR OMISSION INCIDENT THERETO. SUCH INDEMNIFICATION SHALL INCLUDE BUT NOT BE LIMITED TO ALL DISTRICT'S ATTORNEYS' FEES AND COSTS INCURRED IN DEFENDING OR RESPONDING TO ANY ACTION BROUGHT OR THREATENED AGAINST DISTRICT FOR ANY ACTION OR OMISSION ARISING FROM OR INCIDENT TO VENDOR'S PERFORMANCE UNDER THIS CONTRACT.

13. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall be for one (1) year commencing January 1, 2024, through December 31, 2024; with the option to renew for up to two (2) additional, one (1) year terms, subject to favorable renewal rates and terms at the expiration of each twelve (12) month term. All services must be completed during the term of the Contract.

A. **Termination without Cause**. District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Vendor.

B. Termination with Cause.

a. Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

i. Any conduct of the Vendor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 2 hereof.

iii. Failure of Vendor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

iv. In addition, if the Vendor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.

b. Termination by Vendor. In the event District breaches any material term of this Contract, Vendor may terminate this Contract upon no less than fifteen (15) days written notice.

c. **Non-Interference.** Following the expiration of this Contract or its termination for any reason, Vendor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

14. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District
Attn: Dr. Rosalba De Hoyos, Interim Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Vendor: Elect Rx and Health Solutions LLC
Attn: David Ewonce, President
276 South Logan Street
Elyria, OH 44035

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

15. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

16. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Vendor.

17. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

18. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Vendor may not assign Vendor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Vendor.

19. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Vendor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation, and/or warranty of the Contract Documents except as specifically provided for in such amendment.

20. ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

21. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Contract.

22. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

23. AUTHORIZATION FOR CONTRACT

The execution and performance of this Contract by District and Vendor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Vendor and District in accordance with its terms.

24. IMMUNITIES

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

25. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Vendor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated

and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Vendor or its assignee stop the services on the date of such termination.

26. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. Neither party may release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

27. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Vendor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Vendor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Vendor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present". Vendor's violation of this section shall constitute a material breach of contract. If the Vendor is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

28. ENTITIES THAT BOYCOTT ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit

commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

29. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (SB 13)

If Vendor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Vendor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

30. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (SB 19)

If Vendor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Vendor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This verification is not required for an agreement with a sole-source provider; or a governmental entity that does not receive bids from a company that is able to provide this verification.

31. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. **LISTED COMPANIES.** The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. **EXCEPTION.** Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids,

proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

32. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS

Vendor shall comply with all requirements on Part 3.2 – Compliance Requirements.

33. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

34. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

35. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

36. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District

By:_____
Dr. Rosalba De Hoyos, Interim Superintendent

VENDOR:

Elect Rx and Health Solutions LLC

By:_____
David Ewonce, President

Approved as to form:
O'Hanlon, Demerath & Castillo
by: _____
Kevin O'Hanlon, Attorney

Exhibit "A" – District's Request for Proposal No. 2024-1003

2024-1003 Addendum 1

Personal Importation Mail Order Prescription Program

Issue Date: 7/13/2023
Questions Deadline: 7/21/2023 10:00 AM (CT)
Response Deadline: 8/2/2023 03:00 PM (CT)

Contact Information

Contact: Liz Montes, Senior Buyer
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 6574480
Fax: (956) 6574481
Email: emontes@mcallenisd.net

Event Information

Number:	2024-1003 Addendum 1
Title:	Personal Importation Mail Order Prescription Program
Type:	Request for Proposal
Issue Date:	7/13/2023
Question Deadline:	7/21/2023 10:00 AM (CT)
Response Deadline:	8/2/2023 03:00 PM (CT)
Notes:	McAllen Independent School District (the "District") invites your submittal on the above referenced project.

Interested respondents may obtain details through IonWave. The District prefers and encourages respondents to submit their proposals electronically, through IonWave.

Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals will not be accepted.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

COMMUNICATION WITH DISTRICT PERSONNEL
Proposer submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes, or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on the Questions tab.

Ship To Information

Contact: Andres Silva
Address: Employee Benefits
2200 Tamarack Avenue
McAllen 78501
Phone: (956) 6186005
Email: andres.silva@mcallenisd.net

Billing Information

Contact: Dyanira Diaz, Director
Address: Accounting
2000 N. 23rd Street
McAllen, TX 78501
Phone: (956) 632-8403
Email: Dyanira.farias@mcallenisd.net

Bid Attachments

General Terms and Conditions RFP.pdf View Online

General Terms and Conditions RFP

2024-1003 Specifications and Scope of Work.pdf View Online

2024-1003 Specifications and Scope of Work

IRS FORM W-9 Revised Oct 2018 (Fillable Form).pdf View Online

W-9 Form

CIQ FORM FILLABLE R1.1.2021.pdf View Online

Conflict of Interest Questionnaire (CIQ) form

Service Template Vendor - thru solicitation 06.19.23.doc View Online

Service Template Vendor - thru solicitation 06.19.23

Data Sharing Agreement Fillable 06.15.23.pdf View Online

Data Sharing Agreement Fillable 06.15.23

2024-1003 Attachment A Evaluation Criteria Weights.pdf View Online

2024-1003 Attachment A Evaluation Criteria Weights

2024-1003 Attachment B Minimum Quality Assurance Standards.pdf View Online

2024-1003 Attachment B Minimum Quality Assurance Standards

2024-1003 Attachment C Formulary Drugs List.pdf View Online

2024-1003 Attachment C Formulary Drugs List

2024-1003 Addendum 1.pdf View Online

2024-1003 Addendum 1

Requested Attachments

HUB Certificate

Upload your HUB Certificate, if applicable.

Proof of Insurance (Acord Certificate of Insurance Form)

(Attachment required)

Please upload your certificate of insurance in Acord form.

Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation

Upload your Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation (if applicable).

Completed Conflict of Interest Questionnaire.

(Attachment required)

Please upload your completed CIQ. Note: If no conflict, please indicate "N/A" on the form.

Completed W9 Form

(Attachment required)

Please upload your completed W9 form.

Completed Form 1295 Form or Exemption Statement

(Attachment required)

Please upload your completed 1295 Form. Form must be completed online: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm If not applicable to your company, please attach a statement indicating the reason.

List of countries with participating pharmacies

(Attachment required)

Per 9.3.2 of the Scope of Work, upload a complete list of countries with participating pharmacies.

Sample of Respondent's standard monthly reporting package.

(Attachment required)

Per 9.3.3 of the Scope of Work, upload a sample of Respondent's standard monthly reporting package.

Audited financial statement for the preceding fiscal year.

(Attachment required)

Per 9.3.4 of the Scope of Work, upload the audited financial statement for the preceding fiscal year.

List of all offices and facilities that would provide services under this contract.
(Attachment required)

Per 9.3.5 of the Scope of Work and Attribute #55, upload a list of all offices and facilities that would provide services under this contract.

Bid Attributes

1	**General Terms and Conditions** Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions. **This is your electronic signature. ☐ I have read, understand and accept. *(Required: Check if applicable)*
2	**Specifications and Scope of Work** Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work. **This is your electronic signature. ☐ I hereby acknowledge. *(Required: Check if applicable)*
3	**Deviations and Exceptions** If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. **If none, enter N/A (Not Applicable)**. _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*

4	**Form 1295 - Certificate of Interested Parties**

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.

Access form at:

- http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

☐ I have read and understand.
(Required: Check if applicable)

5	**Delinquent Taxpayers**

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with any proposer indebted to the District.

**This is your electronic signature.

☐ I am NOT a delinquent taxpayer to McAllen ISD ☐ I AM a delinquent taxpayer to McAllen ISD
(Required: Check only one)

6	**Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.**

_____

_____

_____
(Required: Maximum 1000 characters allowed)

7	**Does your company have a business name on Line 2 of the W-9? If yes, attach an Assumed Name Certificate/Fictitious Name issued by the State/County (on the "Response Attachments" tab).**

☐ Yes (upload Assumed Name Certificate)

☐ No
(Required: Check all that apply)

8	**Felony Conviction Notification**

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Select where applicable:

A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.

B. My company is not owned nor operated by anyone who has been convicted of a felony.

C. My company is owned and operated by an individual who has/have been convicted of a felony.

**This is your electronic signature.

☐ A. My company is a publicly held corporation. ☐ B. My company is not owned nor operated by a felon

☐ C. My company is owned and operated by a felon.

(Required: Check only one)

9	**Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable).

_____

_____

_____

_____

_____

_____

(Required: Maximum 4000 characters allowed)

10	**Criminal History Record Information Review of Certain Contract Employees**

Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

A. None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

B. **Some or all of my employees** and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt**.
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

**This is your electronic signature.

☐ A. None - I hereby agree and certify. ☐ B. Some or All - I hereby agree and certify.

(Required: Check only one)

11	**Confidential/Copyrighted Information**

Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term “CONFIDENTIAL” on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

**This is your electronic signature.

☐ I have read and agree.

(Required: Check if applicable)

12 Declaration of Business Location - Texas Education Code 44.031(b)(8)

Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

A. Has its principal place of business in the State of Texas; OR
B. Employs at least 500 persons in the State of Texas
C. Principal place of business is not in the State of Texas.

**This is your electronic signature.

☐ A. Principal place of business is in TX ☐ B. Principal place employs 500+ in Texas

☐ C. Principal place is NOT in Texas

(Required: Check only one)

13 Declaration of Business Location - Texas Education Code 44.031(b)(8)

Specify principal place of business (City/State).

If not applicable, please enter N/A (not applicable).

***This is your electronic signature.

_____

_____

_____

_____

_____

_____

(Required: Maximum 4000 characters allowed)

14 Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check if applicable)

15 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check if applicable)

16

Entities That Boycott Israel

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**This is your electronic signature.

☐ I agree and hereby certify.
(Required: Check if applicable)

17

TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

18

TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES

Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017.

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

19

Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises, & Labor Surplus Area Firms

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

[ ] I am an Active certified HUB vendor (attach HUB certificate)
[ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
[ ] I am neither

**This is your electronic signature.

☐ I am an Active certified HUB vendor (attach cert)

☐ Small & Minority, WBE, Labor Surplus Area Firms ☐ I am neither.
(Required: Check only one)

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20	**Non-Collusion Statement** Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
21	**Certification of Compliance with 2 CFR § 200.327 for Federally Funded Purchases** Pursuant to 2 CFR § 200.327, all federally-funded contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
22	**Contracts in Excess of $250,000** Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
23	**Contracts in Excess of $10,000** All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement. Pursuant to Federal Rule above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT's best interest. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

24

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity"(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

25

Equal Employment Statement

It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

26

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**This is you electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

27	**Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
28	**Rights to Inventions Made Under a Contract or Agreement** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
29	**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

30

Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

31

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or submit an offer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

Pursuant to Federal Rule above, when federal funds are expended by District, Vendor certifies that during the term and after the awarded term of an award for all contracts by District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

32	**2 C.F.R. § 200.324 Contract Cost and Price** (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. Pursuant to Federal Rule above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule above. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
33	**2 C.F.R. § 200.323 Procurement of Recovered Materials** An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

34	**2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216 or any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
35	**Buy American Act** DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy American Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding $2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2). **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
36	**Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program funds** District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

37

2 C.F.R § 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprise, and Labor Surplus Area Firms

CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

38

2 C.F.R § 200.334 Records Retention Requirements

When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

39

2 C.F.R. §200.337 Access to Records

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

40

Copyright

All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

41	**Certification of Compliance with the Energy Policy and Conservation Act** When District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

42	**Professional Services Contracts Paid with Federal Funds** For all professional services contracts paid with federal funds, the contract contains the following provisions: 1. All services will be completed during the effective dates of the contract. 2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance. 3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period. 4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323. 5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs. 6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source. 7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged. 8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

43	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

44

Certification of Compliance with Other Federal Provisions

Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
10. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
11. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
12. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
13. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

487

45 Federally Funded Purchases

Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check if applicable)

46 Addendum

Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable.

**This is your electronic signature.

☐ I have read and hereby acknowledge.

(Required: Check if applicable)

47 Name of Firm

(Required: Maximum 1000 characters allowed)

48 Year Founded

(Required: Numbers only)

49 Address

(Required: Maximum 1000 characters allowed)

50 Contact Person

(Required: Maximum 1000 characters allowed)

51 Contact Person's Email

(Required: Email address)

52 Contact Person's Phone Number

(___ ___ ___) ___ ___ ___ - ___ ___ ___ ___ ext:

(Required)

53 Prescription Drug Experience - Number of SCHOOL DISTRICT Clients

(Required: Numbers only)

488

54 **Prescription Drug Experience - Number of NON-SCHOOL DISTRICT Clients**

(Required: Numbers only)

55 **Upload a list of all offices and facilities that would provide services under this contract to the "Response Attachments" tab.**

Include the following for every company:
Company Name
Address
Phone No.
Contact Person Name
Contact Person Title
Email Address

56 **PROVIDE THREE (3) CURRENT CLIENT REFERENCES OF SIMILAR SIZE RECEIVING SIMILAR SERVICES.**

The District respects the privacy of all respondent's client lists, but we require the information for proper evaluation. Failure to provide client information may affect respondent in the evaluation process.

57 **Reference 1 - Name of Client**

(Required: Maximum 1000 characters allowed)

58 **Reference 1 - Contact Person**

(Required: Maximum 1000 characters allowed)

59 **Reference 1 - Telephone Number**

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

60 **Reference 1 - Number of Employees**

(Required: Numbers only)

61 **Reference 2 - Name of Client**

(Required: Maximum 1000 characters allowed)

62 **Reference 2 - Contact Person**

(Required: Maximum 1000 characters allowed)

489

63 **Reference 2 - Telephone Number**

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

64 **Reference 2 - Number of Employees**

(Required: Numbers only)

65 **Reference 3 - Name of Client**

(Required: Maximum 1000 characters allowed)

66 **Reference 3 - Contact Person**

(Required: Maximum 1000 characters allowed)

67 **Reference 3 - Telephone Number**

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

68 **Reference 3 - Number of Employees**

(Required: Numbers only)

69 **NOTE**

If any of the following questions are not applicable, respond with N/A.

70 **SERVICES**

71 **Will your proposal provide real time adjudication tracking software free of charge?**

☐ Yes ☐ No

(Required: Check only one)

72 **If at additional cost, what is that cost?**

(Optional: Maximum 1000 characters allowed)

73 **Is your pricing model transparent pass-through?**

The District prefers a transparent pass-through pricing model and will give the greatest consideration for that model.

☐ Yes ☐ No

(Required: Check only one)

74	**If No, explain service and pricing model** _____ _____ _____ *(Optional: Maximum 1000 characters allowed)*
75	**The vendor certifies that the District will not be required to pay any additional fees, costs, or expenses other than those expressly outlined in the proposal response.** **This is your electronic signature. ☐ I acknowledge I have read, understand, and agree. *(Required: Check if applicable)*
76	**Do you provide cool & cold chain medications?** ☐ Yes ☐ No *(Required: Check only one)*
77	**Describe cool & cold chain medication shipment method.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
78	**Describe cool & cold chain medication package instructions.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
79	**Describe cool & cold chain medication temperature safeguarding and equipment.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
80	**Describe cool & cold chain medication container return requirements.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
81	**Describe additional relevant cool & cold chain medication information.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*

82	**Respondent's Agreement will allow for third party audits of all rights and obligations under the agreement.** ***District may disqualify vendor if this is not an option.*** ☐ Yes ☐ No *(Required: Check only one)*
83	**Will the District retain the right to select the auditor at its discretion?** ☐ Yes ☐ No *(Required: Check only one)*
84	**Has the business entity been a defendant in any lawsuit in any state or federal court during any of the preceding five (5) years?** ☐ Yes ☐ No *(Required: Check only one)*
85	**If yes, identify each lawsuit by party, case number, court, subject matter, and disposition.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
86	**Do you have any claims filed against your company which are unresolved and presently pending before any state administrative agency?** ☐ Yes ☐ No *(Required: Check only one)*
87	**If yes, please provide a full description of the matter.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
88	**For what period of time are proposed costs guaranteed?** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
89	**Does the District retain any of the rebates collected?** ☐ Yes ☐ No *(Required: Check only one)*
90	**If yes, what percentage?** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*

91	**Awarded Vendor shall ensure that the District will be billed directly.** **This is your electronic signature. ☐ I acknowledge I have read, understand, and agree. *(Required: Check if applicable)*
92	**Are costs associated with filling scripts and mailing of the medications covered by company, member, or both?** (shipping, handling, etc.) ☐ Company ☐ Member ☐ Both (Company & Member) *(Required: Check only one)*
93	**Explain** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
94	**Are there any administration fees?** (shipping, handling, etc.) ☐ Yes ☐ No *(Required: Check only one)*
95	**If yes, what are the costs?** Provide details. _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
96	**Are the costs guaranteed for a three (3) year period?** ☐ Yes ☐ No *(Required: Check only one)*
97	**If no, can you guarantee costs for two years?** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
98	**List of all fees and charges that would be billed under the contract.** Include detailed methods for their calculation and a billing schedule _____ _____ _____ *(Required: Maximum 1000 characters allowed)*

99 **Describe Wire Transfer Payment procedures:**

_____

_____

_____

(Required: Maximum 1000 characters allowed)

100 **Financial Information - Bankruptcy - Business Entity**

Has the ***business entity*** filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during any of the preceding seven (7) years?

☐ Yes ☐ No

(Required: Check only one)

101 **If yes, provide the name of the court and the case number(s).**

_____

_____

_____

(Required: Maximum 1000 characters allowed)

102 **Financial Information - Bankruptcy - Owner/Member/Partner**

Has any ***owner, member, or partner*** of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during any of the preceding seven (7) years?

☐ Yes ☐ No

(Required: Check only one)

103 **If yes, provide the name of the court and the case number(s).**

_____

_____

_____

(Required: Maximum 1000 characters allowed)

104 **United States Food and Drug Administration - Warning Letters or Other Notifications**

Has your organization received any **warning letters** or **other notifications** from the United States Food and Drug Administration related to introduction of drugs into interstate commerce in **violation of sections** 301(a), 301(d), and 505(a) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) [21 U.S.C. §§ 331(a), 331(d), and 355(a)]?

☐ Yes ☐ No

(Required: Check only one)

105 **If Yes, please provide details of letter and response.**

_____

_____

_____

(Required: Maximum 1000 characters allowed)

106 **Minimum Quality Assurance Standards (Attachment C - See "Attachments" tab)**

Vendor agrees and certifies that products meet the Minimum Quality Assurance Standards listed in the Statement of Work and Attachment C?

☐ **I have read and hereby certify.

☐ **No, unable to certify.

(Required: Check all that apply)

107	**If No, please provide any clarifications or deviations.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
108	**District requires a formulary file of available medications with an National Drug Code (NDC) crosswalk and unit price, are you able to provide it?** ☐ Yes ☐ No *(Required: Check only one)*
109	**If No, please provide any clarifications or deviations.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
110	**District requires a utilization file of all prescriptions filled on behalf of members with each billing, and other frequencies. can you provide it?** ☐ Yes ☐ No *(Required: Check only one)*
111	**If No, please provide any clarifications or deviations.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
112	**Can Respondent accept an eligibility file for active District members?** ☐ Yes ☐ No *(Required: Check only one)*
113	**If Yes, please provide minimum file layout requirements.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
114	**Are there any drugs that are available internationally at certain dosages that are not available domestically?** i.e. Trulicity ☐ Yes ☐ No *(Required: Check only one)*
115	**If Yes, please list provide the list.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*

116	**Can Respondent accept an eligibility file for active District members?** ☐ Yes ☐ No *(Required: Check only one)*
117	**If Yes, please provide minimum file layout requirements.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
118	**Describe the enrollment process.** To include details about the communication methods to complete the process. (electronic, paper or phone) _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
119	**Describe member communication and member support.** (i.e. toll free number, customer service hours, letter/email campaigns, web features, APPs, etc.) _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*
120	**Does your formulary drug list include the listed medications on Attachment C Formulary Drug List, at a minimum?** Attachment C Formulary Drug List available on the "Response Attachments" tab in Ionwave. ☐ Yes ☐ No *(Required: Check only one)*
121	**If No, please provide any clarifications or deviations.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
122	**Respondent confirms and agrees that the District has the discretion to modify the formulary list.** Vendor agrees and certifies that products meet the Minimum Quality Assurance Standards listed in the Statement of Work? ☐ **I confirm and agree. ☐ **I do not confirm and agree. *(Required: Check all that apply)*

123	**If No, please provide any clarifications or deviations.** _____ _____ _____ *(Required: Maximum 1000 characters allowed)*

124	**If No, please list specifically those that are not.** _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*

Bid Lines

1

Package Header

Humira Pen Pnkt 40 MG/0.8ML or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

Package Attributes

1. Metric Quantity

_____
_____
_____
(Required: Maximum 1000 characters allowed)

2. Day Supply

_____
_____
_____
(Required: Maximum 1000 characters allowed)

3. National Drug Code

_____
_____
_____
(Required: Maximum 1000 characters allowed)

Package Items

1.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

2 Package Header

Ozempic (0.25 or 0.5 Mg/Dose) or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

2.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

2.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

3

Package Header

Ozempic (1 MG/Dose) Soph 4 MG/3ML or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

3.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

3.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

4 Package Header

Farxiga Tabs 10 MG or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

500

Package Items

4.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

4.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

5

Package Header

Farxiga Tabs 5 MG or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

5.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

5.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

6

Package Header

Tremfya Sopn 100 MG/ML or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

6.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

6.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

7 Package Header

Xifaxan Tabs 550 MG or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

7.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

7.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

8

Package Header

Trulicity Sopn 1.5 MG/0.5 ML or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

8.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

8.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

9 Package Header

Trulicity Sopn 0.75 MG/0.5 ML or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

9.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

9.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

10

Package Header

Jardiance Tabs 10 MG or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

10.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

10.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

11

Package Header

Jardiance Tabs 25 MG or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

11.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

11.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1
2

Package Header

Xigduo XR TB24 5-1000 MG or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

12.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

12.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

13

Package Header

Xigduo XR TB24 10-1000 MG or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

13.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

13.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

14

Package Header

Enbrel Sosy 50 MG/ML or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

14.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

14.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

15

Package Header

Januvi Tabs 100 MG or equal
(Line excluded from response total)

Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

15.1 Ingredient Cost
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

15.2 Dispensing Fee
(Response required)

Price: $ Total: $

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

_____

_____

_____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

_____

_____

_____

_____

_____

_____

_____

_____

By submitting your response, you certify that you are authorized to represent and bind your company.

_____ _____

Print Name *Signature*

513

1.0 BACKGROUND

McAllen Independent School District (the "District") is a multicultural community of over 20,000 students. The District's vision 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. The District consists of eighteen (18) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Debbie Crane-Aliseda, Trustee
Erica de la Garza-Lopez, Trustee
Elizabeth (Lizzie) Kittleman, Trustee
Sofia M. Peña, Trustee
Lucia Regalado, Trustee
Aaron D. Rivera, Trustee
Sam Saldivar, Jr., Trustee
Dr. Jose A. Gonzalez, Superintendent

2.0 INTENT

It is the intent of the District, through this Request for Proposal ("RFP"), to select respondent(s) ("Respondent"), offering the best value for the purchase of personal prescription drugs through an importation mail order program.

3.0 REQUIREMENTS

The Specifications and Scope of Work ("SOW") will take precedence over the General Terms and Conditions when they are in conflict. Please read the General Terms and Conditions and the following information carefully. Any exceptions to these General Terms and Conditions and SOW may be cause for a Respondent to be disqualified.

4.0 TERM AND TERMINATION OF AGREEMENT

The period of the contract ("Contract") resulting from this RFP will be for a term of three (3) years at a fixed rate.

4.1 Absent a fixed three (3) year term rate agreement, the District will accept a term agreement for one (1) year with the option to renew for up to two (2) additional, one (1) year terms, subject to favorable renewal rates and terms at the expiration of each twelve (12) month term.

4.2 **Termination without Cause**. District shall have the right to terminate this contract without cause on thirty (30) days written notice to the Respondent.

4.3 **Termination with Cause.**

4.3.1 **Termination by District.** District may terminate this Contract immediately upon the occurrence of any of the following events:

4.3.1.1 Any conduct of the Respondent, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

4.3.1.2 Failure to provide evidence of liability insurance, as required.

4.3.1.3 Failure of Respondent to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one

of the terms of this Contract.

4.3.1.4 In addition, if the Respondent commits a material breach of any of the terms of this Contract, other than those listed in subsections 4.3.1.1 through 4.3.1.3 above, District may terminate this Contract upon no less than thirty (30) days written notice.

4.4 Respondent shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

5.0 PRICING, INVOICING AND PAYMENT

The pricing offered through this RFP must remain firm for the term of the Contract. Price decreases and/or discount percentage in favor of the District are acceptable at any time throughout the term of the contract. In case of a price increase required due to market shortage or market change, documentation must be submitted for approval to Laura Williams, Director of Purchasing Services at Laura.Williams@mcallenisd.net.

6.0 EVALUATION CRITERIA

In determining who will be awarded, the District shall consider:

6.1 the purchase price;
6.2 the reputation of the vendor and of the vendor's goods or services;
6.3 the quality of the vendor's goods or services;
6.4 the extent to which the goods or services meet the District's needs;
6.5 the vendor's past relationship with the District;
6.6 the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses (in accordance with 2 CFR 200.320);
6.7 the total long-term cost to the District to acquire the vendor's goods or service;
6.8 for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  6.8.1 has its principal place of business in this state; or
  6.8.2 employs at least 500 persons in this state; and
6.9 any other relevant factor specifically listed in the request for proposals.

Refer to Attachment "A" for weights. (see "Attachments" tab on Ionwave)

7.0 EVALUATION COMMITTEE.

The evaluation committee which will be comprised of Andres Silva, Director for Employee Benefits, Safety, & Risk Management; Karina Garza, Coordinator for Employee Benefits, Safety, & Risk Management; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Liz Montes, Senior Buyer, will evaluate the RFP and recommend the successful vendor(s). The evaluation committee may consult with an outside consultant on submittals.

8.0 COMMUNICATION WITH DISTRICT PERSONNEL

Respondent submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes, or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on the Questions tab.

9.0 SCOPE OF WORK

The District is soliciting proposals for prescription pharmaceuticals mail order services for District's employees and eligible dependents (the "Members") that are part of a personal importation mail order prescription program.

9.1 The pharmaceuticals requested under the RFP shall include the medications on **Attachment C Formulary Drugs List** (see "Attachments" tab on Ionwave) initially, but are not limited to, and may be subject to change based on plan utilization, cost shifts in the market, dosage changes, etc.

9.2 Evidence of authorized Member eligibility of personal importation mail order prescription program will include a drug discount card or evidence of authorized eligibility, issued directly by the District or by the District's third party pharmacy benefits manager.

9.3 Respondents shall:

- **9.3.1** Ensure all pharmaceuticals follow current Food and Drug Administration ("FDA") regulations.
- **9.3.2** Upload a complete list of countries with participating pharmacies. (see "Response Attachments" tab on Ionwave)
- **9.3.3** Upload a sample of Respondent's standard monthly reporting package. (see "Response Attachments" tab on Ionwave)
- **9.3.4** Upload the audited financial statement for the preceding fiscal year. (see "Response Attachments" tab on Ionwave)
- **9.3.5** Upload a list of offices and facilities that would provide services under this contract. (see "Response Attachments" tab on Ionwave)

9.4 Awarded Respondent shall:

- **9.4.1** Collaborate with awarded third party pharmacy benefits manager. Pharmacy benefits manager, will support the District's utilization of the international mail order pharmacy program by:
  - **9.4.1.1** Providing monthly electronic files of Members to Awarded Respondent.
  - **9.4.1.2** Sending weekly letters, on the District's letterhead, to Members who have used a U.S.-based pharmacy to obtain a medication that is available through Awarded Respondent, with information on how to access Awarded Respondent's services and Member's copay savings.
  - **9.4.1.3** Incorporate claims from Awarded Respondent into pharmacy benefits manager data warehouse to support clinical programs.
  - **9.4.1.4** Include claims from Awarded Respondent in summary financial reports on a monthly basis.
  - **9.4.1.5** Awarded Respondent shall provide information directly to third party pharmacy benefits manager.
  - **9.4.1.6** Accepting a monthly file from Awarded Respondent of all medications filled for the Members.
- **9.4.2** Work with District and District's Pharmacy Benefit Manager to develop a revolving formulary of various pharmaceuticals that provide the most competitive pricing for the Members.
- **9.4.3** Ensure that the **proposed** pharmaceutical price in U.S. dollars shall **only** be increased or decreased to reflect the following:
  - **9.4.3.1** global currency fluctuations; and
  - **9.4.3.2** price increases or decreases by the manufacturer and/or distributor for the cost of the pharmaceutical(s).
- **9.4.4** Arrange for the supply of those pharmaceuticals to the Members with a valid prescription from their United States ("U.S.") attending physician.
- **9.4.5** Provide pharmaceuticals that meet quality assurance standards. The District's

preferred quality assurance standards are outlined in **Attachment B Minimum Quality Assurance Standards**. (see "Attachments" tab on Ionwave)

9.4.6 Provide a list to the District of the fulfilled pharmaceuticals, including prices, in U.S. dollars, upon request.

9.4.7 Make available, upon request, the listed price in U.S. dollars of any handling and delivery costs incurred by the pharmacy with respect to the shipment of the pharmaceuticals to the Members.

9.4.8 Prepare and submit, monthly, a detailed invoice for all pharmaceuticals purchased by the Members to the District.

10.0 AWARD INFORMATION

Award information will be available for download from our website within ninety (90) days of opening: https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors.

11.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The District prefers and encourages RFP to submit their response through Ionwave (https://mcallenisd.ionwave.net), however, we will accept submittals in a sealed envelope via mail or hand delivered. Email Liz Montes, Senior Buyer at emontes@mcallensd.net for address and mailing instructions.

Attachment A
Evaluation Criteria Weights
2024-1003 Personal Importation Mail Order Prescription Program

No.	Criteria	Max. Pts.
	Total Points	100
	Ranking	
1	Price	12
2	Reputation of the vendor and of the vendor's goods or services;	6
3	The quality of the vendor's goods or services	10
4	The extent to which the goods or services meet District's needs	38
5	The vendor's past relationship with the District, if any.	2
6	HUB	1
7	The total long-term cost to the District to acquire the vendor's goods or services.	30
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state	1
9	And, any other relevant factor specifically listed in the request for proposal.	0

Attachment B
Minimum Quality Assurance Standards

- All prescription drug products shipped through Vendor supply chains meet or exceed all safety concerns that have been addressed by the Food and Drug Administration ("FDA").
- The Active Pharmaceutical Ingredients ("API") of any product being sourced internationally are comparable to the United States ("U.S.") FDA version. Vendor uses the following ways and means to demonstrate similarity:
    - Vendor warrants that it only ships drugs whose product monograph is substantially similar to the FDA approved version of that particular product monograph. The chemical name, chemical description, empirical formula, molecular weight, and the molecule of the active pharmaceutical ingredient, are identical but may be shown in different areas of the product monograph. Drug manufacturers are required by the regulatory bodies in each country to attest to the monographs annually and produce a monograph in every country that the particular drug is sold in.
    - Vendor only sources drug products from Good Manufacturing Process ("GMP") countries whose regulatory environments are comparable to, or more robust than, the U.S.
    - Vendor warrants that it only ships drug products when purity and dissolution tests confirm absolute similarity based on the standards set by the United States Pharmacopeia ("USP"). To determine whether a particular drug meets this expectation, Vendor shall contract with an approved Good Laboratory Practices ("GLP") certified prescription drug testing lab to test FDA approved drugs compared to their locally regulated and approved international counterparts.
    - Vendor affirms that all prescription medications shipped will only be manufactured in accordance with FDA manufacturing standards in facilities that maintain the designation, "FDA Approved Manufacturing Facility."
    - Vendor assures that prescriptions dispensed through Vendor and Vendor networks are labeled similarly to those dispensed in the US.
    - Vendor network is fully Health Insurance Portability and Accountability Act ("HIPAA") compliant.
    - Utilizing Drug Utilization Reviews ("DUR") at multiple points, a pharmacy administration management system and the dispensing pharmacist will red flag a contraindicated medication after reviewing a patient's drug history and current drug profile. Both the U.S. attending physician and the local dispensing pharmacist must complete a DUR process prior to prescribing or dispensing a drug to a patient.
- Multilingual phone support to eligible Members will be provided through a call center during U.S. business days and standard business hours, at a minimum.
- Members will be advised of potential prescription or non-prescription drug reactions, interactions, and adverse side effects or appropriate precautions, based on current information available to the dispensing pharmacist at the time the prescription is fulfilled. If available, a drug information sheet will be provided with every prescription fulfilled through the Vendor Network to the covered Members.
- Members and/or the U.S. attending physician will be contacted when a prescription item may be unduly delayed. In the event a delay occurs, the employee could obtain a limited quantity short-fill prescription through a local pharmacy.
- Vendor will create and maintain full medication profiles for all Members.
- Vendor will conduct both retrospective and prospective DUR's including current non-prescription/over the counter ("OTC") medications and for herbal or nutraceutical type preparations, prior to dispensing the prescribed pharmaceutical medication.
- Vendor will ensure that all pharmaceuticals are maintained in accordance with appropriate temperature, light, and humidity standards, during warehousing, shipping, and storage, by our fully licensed regulated licensed pharmacy networks.
- Vendor will notify Members of any relevant prescription drug recalls, or any regulatory alerts associated with any prescription drug fulfillments.
- Requirements for the fulfillment of pharmaceuticals will be anticipated on a best effort basis to secure adequate inventory of such pharmaceuticals for Member on a timely basis. Vendor will always utilize the most cost-effective and competitive shipping rates.
- Vendor participating pharmacy networks will always maintain fully secure supply chains, warehousing, and retail pharmacy facilities.
- Vendor will ensure that all legal, regulatory, and other relevant documentation, including customs declarations to allow for the personal importation of the pharmaceuticals by the Member in to the U.S. diligently prepared, stored, and forwarded with all fulfilled prescription drug products
- Vendor will maintain Member confidentiality, protect Member identity and safeguard Member participant specific personal health information in order to meet and/or exceed both domestic and international privacy legislation guidelines.
- Any access to a Member profile is limited to authorized personnel only including the pharmacies/pharmacists/call center personnel and other designated Vendor contractors, employees, the Member who owns the personal health information, and the U.S. attending physician.

Attachment C
Formulary Drugs List

Afinitor Tablets	Dulera	Inlyta	Nocdurna	Segluromet	Uceris Velphoro
Alecensa	Duobrii	Invokamet	Noritate	Simponi	Veltassa
Alomide	Dymista	Invokana	Nubeqa	Soliqua	Verzenio
Alvesco	Edecrin	Iressa	Ofev	Spiriva Handihaler	Votrient
Aptiom	Eliquis	Jakafi	Olumiant	Sprycel	Vraylar
Arazlo	Elmiron	Janumet (not XR)	Omnaris	Steglatro	Xadago
Asacol HD	Enbrel	Januvia	Ongentys	Steglujan	Xarelto
Asmanex	Entresto 49-51MG	Jardiance	Onglyza	Stelara	Xeljanz
Atrovent HFA	Entresto 97-103MG	Jentadueto	Oracea	Stendra	Xeljanz XR
Aubagio	Epivir HBV	Kisqali	Orencia	Stivarga	Xeloda
Avonex	Erleada	Kombiglyze XR	Oxytrol Patch	Sutent	Xenazine
Azilect	Esbriet	Latuda	Ozempic #	Synjardy	Xerese Cream
Bepreve	Eucrisa Ointment	Lenvima	Pentasa	Tafinlar	Xifaxan
Betoptic-S	Farxiga	Lialda	Piqray	Tagrisso	Xigduo XR
Bevespi Aerosphere	Ferriprox	Linzess	Pradaxa	Tasigna	Xiidra
Binosto	Fiasp #	Lonsurf	Prestalia	Tasmar	Xtandi
Breztri Aerosphere	Flovent Diskus - 100 mcg	Lynparza	Promacta	Tazorac Cream	Zelapar
Cequa	Frova	Mayzent - 2MG	Pulmicort	Tazorac Gel	Zeposia
Corlanor	Gilenya	Mekinst - 2MG	Qtern	Toujeo Solostar #	Zolinza
Cortifoam	Gilotrif	Mestinon	Qvar	Toviaz	Zovirax Cream
Creon	Glyxambi	Mirvaso	Rebif	Tradjenta	Zyclara Topical Cream
Crinone Gel	Humatrope 12 mg	Motegrity	Rexulti	Trelegy Ellipta	
Cuprimine	Humatrope 24 mg	Multaq	Ridaura	Tremfya	
Daraprim	Humira	Myrbetriq	Rinvoq	Trulance	
Denavir Cream	Ibrance	Nesina	Rybelsus	Trulicity 0.75 mg #	
Dipentum	Imbruvica	Neupro	Sancuso	Trulicity 1.5 mg #	
Duaklir Pressair	Incruse Ellipta	Nexavar	Savaysa	Tudorza Pressair	

LAURA WILLIAMS
Director of Purchasing Services

ADDENDUM #1

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents. Respondents are further instructed to ***acknowledge*** *receipt of addendum on the "Attributes" tab in Ionwave.*

July 25, 2023

RE: Request for Proposal No. 2024-1003 Personal Importation Mail Order Prescription Program

Please note the following changes for the referenced project.

Close Date & Time	~~7/26/2023~~ 8/2/2023 03:00:00 PM (CT)

NOTE: Vendors are responsible for viewing Ionwave regularly to ensure that no addenda or additional information have been issued for the solicitation.

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a proposal to be disqualified. Additionally, please read the Specifications and Scope of Work contained in each Invitation for Request for Proposal ("RFP"). The Specifications and Scope of Work in the RFP will take precedence over the General Terms and Conditions when they are in conflict. Prospective Proposers are responsible for familiarizing themselves with all aspects of the process for the Request for Proposal.

1. Proposer Guarantee:
   - 1.1 Proposer agrees to comply with all terms and conditions contained in this document and the RFP.
   - 1.2 Proposal must comply with all federal, state, county, and local laws concerning these types of goods/services.
   - 1.3 Proposer guarantees products/services offered will meet or exceed the written specifications identified in the RFP.
   - 1.4 Proposer agrees to protect the District from claims involving infringement of patents or copyrights.
   - 1.5 Minimum Standards for Responsible Prospective Proposers: The business must be a well- established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective Proposer must affirmatively demonstrate Proposer's responsibility. District may request representation and other information sufficient to determine Proposer's ability to meet the following minimum standards:
     - 1.5.1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts;
     - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
     - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
     - 1.5.4 be able to comply with the required or proposed delivery schedule;
     - 1.5.5 have a satisfactory record of performance;
     - 1.5.6 have a satisfactory record of integrity and ethics;
     - 1.5.7 be otherwise qualified and eligible to receive an award.
   - 1.6 Contract: This proposal, when properly accepted by District, shall constitute a contract equally binding between the awarded Proposer and District. Different or additional contractual terms may become a part of this contract.
   - 1.7 Conflict of Interest: Any purchase order of contract resulting from this process shall be considered null and void if the awarded Proposer fails to comply with Section 1, Subtitle C, Title 5, Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information, specifically Sec. 176.006: Disclosure Requirements for Contractors and Other Persons; Conflict of Interest Questionnaire Form CIQ.
   - 1.8 Criminal History Record Information Review: Proposer agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. Proposer, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. Proposer agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. Proposer agrees that if awarded a contract, Proposer will provide to the District a list with names of all of their employees and any subcontractor's employees before commencing any services. Proposer further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. Proposer further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.
   - 1.9 Entities Certification regarding Boycotting of Israel & Prohibition on Contracts with Certain Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization and Listed Companies - Govt Code 808 (HB89) and Govt Code 2252 (SB252): Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies of services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
   - 1.10 Form 1295. Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to District before Proposer may enter into a contract with that business entity. **Form must be completed online.** If this is your first time to access the Texas Ethics Commission (TEC), you will be required to create an account and establish a user name and password. This will require for you to have a valid email address and know your email user name and password as you will be required to access your email to validate your identity. After creating a user name and password at TEC, you will log in and begin completing Form 1295. Completing Form 1295 will require a contract number, which identifies and ties the form to the District's contract number; which is the assigned RFP No. for this solicitation.
     How to complete Form 1295:
     - Go to website: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
     - Enter Required information
     - Print form
     - Submit with proposal
   - 1.11 Campus Visitation Procedures: If Proposer is awarded a contract which requires on-site visit, Proposer must first report to the front office and must be prepared to present a valid driver's license for clearance through the District's security system.
   - 1.12 Representations: Proposer represents that the products/services provided by Proposer hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason District determines in its sole discretion, that part or all of such products/services fail to meet the expectation of District, District may on ten (10) days' notice terminate this Contract and receive the pro-rata portion of the contract sum paid to Proposer by District for the unexpired term of the Contract.
   - 1.13 Proposer, in submitting this proposal, agrees that District shall not be liable to prosecution for damages in the event that District declares Proposer in default.
   - 1.14 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your proposal. Both unit prices and extension must be submitted. Unit prices shall govern.

1.15 Adherence to Specifications and Anti-Collusion: Proposer is responsible for reading the instructions and specifications to Proposer. Each Proposer by making his proposal represents that he has read and understands the proposal documents and his proposal is made in accordance therewith. Signing this proposal affirms that your company will enter into a binding contract with District for products/services awarded to your company. Proposer, by signing and executing this proposal, certifies and represents to the District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

1.16 Bid Guarantee: Bid bonds may be required for certain bids/proposals in excess of $25,000, if stated in the RFP. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified check or cashier's check in an amount not less than 5% of the total maximum amount bid/proposed, payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the proposal. If the awarded Proposer, upon acceptance of his proposal by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his proposal, and the bid guarantee shall be available toward offsetting such difference.

1.17 Performance and Payment Bonds: Payment bonds are required on construction projects costing $25,000 or more. Performance bonds are required on construction projects costing $100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the RFP. When a performance or payment bond is required, the amounts shall be for 100% of the contract amount.

1.17.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.

1.17.2 Payment and performance bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

1.17.3 Bonds may be executed only by a surety company that is authorized and admitted to write surety bonds in the State of Texas.

1.17.4 A separate performance or payment bond MUST be provided for each contract awarded and must reference the contract number(s) for which the bond is provided.

1.17.5 All references to the bond by Proposer and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.

1.17.6 Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of $100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of $100,000 from a United States Treasury listed reinsurer.

2. General Provisions

2.1 Term of Contract and Purchase Order Dates:

2.1.1 The RFP shall state the term of the contract and applicable extensions.

2.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the awarded Proposer(s). **The purchase order number must appear on all itemized invoices and packing slips. District will not be held responsible for any orders placed/delivered without a valid signed purchase order.**

2.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Proposers may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.

2.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.

2.1.5 Grace Period: District requests the right to continue to enforce this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons.

2.1.6 District reserves the right to reorder from this proposal for the term of the contract at the proposed award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.

2.2 Shipment Identification and Delivery: Special delivery requirements will be addressed in the Specifications and Scope of Work or in the specifications contained in each RFP. The following shall be applicable unless in conflict with specific contract instructions.

2.2.1 Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.

2.2.2 Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by Proposer.

2.2.3 Hours for Delivery: Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.

2.3 Inspection and Tests: All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Proposer's place of business for the purpose of inspecting contracted merchandise. Tests may be performed on samples obtained by District request or taken from regular shipments. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by Proposer. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to Proposer at Proposer's risk and expense or disposed of in accordance with District procedures. Proposer may request that goods be held at Proposer's risk for a reasonable period of time for later disposition at Proposer's expense. Latent defects

may result in revocation of acceptance of any product.

2.4 Late Delivery: If a delivery delay is foreseen, Proposer shall give notice to District with seventy-two (72) hour notice. The District has the right to extend the delivery date if reasons appear valid. Proposer must keep the District advised at all times of the status of the order. If Proposer has orders in their possession which have not been completed within the specified delivery time, the District reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

2.5 Back Orders: The District may purchase on the open market any commodity reported by a Proposer to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.

2.6 Damage Assessment: If a Proposer is in default on an order, the District reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to Proposer. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of Proposer from the District's Centralized Master Contractors List (CMBL).

2.7 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the awarded Proposer is requested to supply the needed material immediately, if possible. If the awarded Proposer cannot respond, then the emergency requirement may be purchased on the open market. The District or Proposer shall not consider such purchases a breach of contract.

2.8 Substitutions: All substitutions require prior written approval by the District. The District reserves the right to require Proposer to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. Proposer must contact the qualified ordering entity prior to shipment of the approved substitution.

2.9 Purchases Off Contract: Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may be identified in the RFP. Proposers are to allow for such purchases provided purchase orders are issued for these purchases.

2.10 References: District may request Proposers to supply, with this proposal, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

2.11 Proposals from unresponsive Proposers will not be accepted. Proposers having a history of inconsistent service and unreliability will not be considered by the District to be a responsible Proposer.

2.12 Proposer will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Proposers are subject to having any records or other documentation related to any transaction with District available for public access or for review and auditing purposes by any local, state or federal agency, as well as, the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.

2.13 Notice: Any notice provided by this proposal (or required by Law) to be given to the awarded Proposer by District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in McAllen, Texas, by Registered or Certified mail, addressed to the awarded Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

2.14 Venue: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

2.15 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.16 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail by Proposer at the time of submittal of the proposal. The absence of a written list of specification deviations will hold Proposer strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2.17 Proposers that fail to comply with the conditions of the RFP may be removed from the District's Centralized Master Contractors List for a period of two years.

2.18 Proposers wishing to reinstate their status must request it in writing at the end of the two-year period.

3. Preparation of Proposal:

3.1 Freight Charges & F.O.B. Point: Quote all proposals F.O.B. destination, transportation prepaid and allowed, i.e., included in the price proposed, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the DISTRICT.

3.2 Proposal prices must be firm for acceptance for 120 days from proposal opening date unless otherwise specified in the RFP. Proposal prices shall remain in effect for a period of one year from date of acceptance by the Board of Trustees unless otherwise specified in the proposal documents. Refer to Section 7 for additional information regarding proposal prices.

3.3 Usage Figures: Quantities shown on the RFP under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period indicated in the RFP. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. District users will purchase all commodity requirements from contract Proposers but only in such quantities as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the proposal sheet. Proposals are requested on these items as well.

3.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an RFP is descriptive only (not restrictive) and is used to indicate type and quality desired. Proposals for brands of like nature and quality will be considered. Proposer should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If proposing other than the referenced example, Proposer must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a Proposer takes no written exception to the referenced example in the proposal, the brand names, numbers, etc., exactly as specified in the RFP shall be furnished.

3.5 Condition of Products: All items proposed shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the RFP.

3.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

3.7 Unit of Measure: If offering a proposal price for a different unit of measure, the exception and proposed packaging must be shown by the

line item proposal.

3.8 Alternate Proposals: Alternate or supplemental proposals shall be submitted as a separate item and be identified by Proposer's name and signature and be cross-referenced to the applicable item in the RFP.

3.9 Samples: DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If not destroyed in examination, samples will be returned to Proposer on request at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with Proposer's name, address, proposal opening date and proposal number. Do not attach samples to proposal pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:

McAllen Independent School District
Attn: Purchasing Services
2000N. 23rd ST.
McAllen, TX 78501-7734

3.10 Signature on Proposal: Electronic signatures are acceptable. The person signing the proposal must have authority to bind the represented company to a contract. An unsigned proposal cannot be signed after the proposal opening time even though Proposer or a representative is present at the proposal opening.

3.11 Attachments: Proposers may include attachments to describe commodities being proposed and/or to exhibit that products offered meet all written specifications; however, do not submit samples unless requested to do so. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the proposal in writing. WARNING: Any added terms or conditions may result in disqualification of a proposal, e.g., proposals subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.

3.12 Addendums: Should an addition or correction become necessary after an RFP is issued, an addendum relating to the necessary information will be issued electronically. It is the Proposer's responsibility to view the District's Bidding Portal regularly, or prior to submitting a quote, to ensure that no addenda or additional information have been issued for the solicitation. The web address is https://mcallenisd.ionwave.net/Login.aspx .

3.13 Discounts for large one-time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being proposed or by submitting a separate page with the information. These discounts will not be considered in determining the low proposal but will be part of any contract issued.

3.14 Proposal Preparation Expense: Any expense related to the submission of a proposal is the sole responsibility of the Proposer. The District will not reimburse Proposers for any cost related to proposal preparation or submission.

3.15 All Proposers doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification.

3.16 All Proposers must provide a Felony Conviction Notification as required by Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, Subsection (a). A copy of this form is included for your use as part of Contractor Certifications Form.

4. Submission of Proposal:

4.1 No Bids: To remain on Proposer's list, "NO BIDS" must be submitted by Proposers wishing to remain on the District's Centralized Master Contractors List (CMBL). Continued submittal of "NO BIDS" will result in Proposer being removed from the District's Centralized Master Contractors List (CMBL). Proposers not submitting proposals or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Contractors List (CMBL). The District is not responsible for any errors occurring as a result of this procedure.

4.2 Public Proposal Opening: Proposals are opened in a manner to avoid disclosure of contents to competing Proposers and the contents are kept secret during the process of proposal negotiations. A copy of the proposal tabulation is usually available for public review after proposal awards. Tabulation information is available for download the day after award from the following purchasing webpage: https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors.

4.3 Late Proposals: Late proposals will NOT be considered. The District will not be responsible for missent or misplaced proposals.

4.4 Amending/Withdrawing Proposal: A proposal cannot be altered or amended after the proposal opening date and time. Any alterations made before the opening date and time shall be initialed by Proposer or Proposer's authorized agent identified in the proposal. No proposal can be withdrawn after the opening date and time without approval of District. All approvals shall be based upon an acceptable written reason for the action.

4.5 Proposal Package(s): The District encourages and prefers proposals submitted on District RFP form(s) electronically; however, DISTRICT will be accepting sealed packages on CD, USB, paper/hardcopy through mail or hand delivery. Each proposal must be placed in a separate submittal. Proposals must be submitted and time stamped at District no later than the date and time specified for the proposal opening. Only the completed W-9, Contractor Certifications Form, Form 1295, Conflict of Interest and those pages on which a Proposer is submitting a proposal need to be returned. Blank pages or pages with no proposal information should not be returned.

4.6 Price lists must be included in the RFP. Any terms and conditions in a price list will not be considered a part of a proposal unless specifically identified by Proposer and referenced in writing.

4.7 Proposals via the U. S. Postal Service are to be sent to the address shown below.

McAllen Independent School District
ATTN: Purchasing Services (RFP #/Name)
2000 N. 23rd Street
McAllen, TX 78501

4.8 Confidential: Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must so specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the proposal, which the company believes to be confidential. The awarded proposal may be considered public information even though parts are marked confidential.

4.9 Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

5. Proposal Evaluation and Award:

5.1 Proposal Evaluation: The District reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve the interests of the District. The lowest proposal will not necessarily be the awarded proposal. Proposals will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a proposal, waive minor technicalities

and make an award in the best interest of the District.

5.2 A response to an RFP is an offer to contract with the District based upon the terms, conditions and specifications contained in the RFP.

5.3 Proposals do not become contracts until a Notice of Award (NOA) is issued.

5.4 The contract shall be governed, construed and interpreted under the laws of the state of Texas.

5.5 The District will not be bound by any communication with Proposers other than the RFP, these General Terms and Conditions, Specifications and Scope of Work, Specifications, any written addendum's issued by District, District Policies and Procedures, and State Law.

5.6 The District shall be sole judge of what constitutes the best interest of the District.

5.7 The District reserves the right to reject proposals requiring minimum orders.

5.8 Fees charged for shipping and handling will be considered in awarding proposals.

5.9 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods or services;(8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:(A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for bids or proposal.

5.10 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors. Award information will be posted approximately ninety (90) days from proposal opening. Proposer must advise the District within 10 (ten) days from the date of award by the Board of Trustees of any errors requiring correction.

5.11 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Contracts with the District. These entities may have access to the prices offered to District. Proposers are responsible for identifying and requesting information on these entities.

5.12 To expedite evaluation of the proposals, it is preferable that District forms be used.

5.13 Assignment: The awarded Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.

6. InsuranceRequirements:

6.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICTPROPERTY) and Employer's Liability Limits - $500,000.

6.2 Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

6.3 Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

6.4 Successful Contractor will provide a certificate of insurance, in Acord 25 Form, to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason.

6.5 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.

6.6 Successful Contractor shall provide Certificates of Insurance evidencing the above- required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.

6.7 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a $1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.

7. Price Changes: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in an RFP may be submitted to the District for price adjustment consideration.

7.1 Procedures to Follow:

7.1.1 Firm Bids: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.

7.1.2 Catalog Bids: Submit a copy of the new manufacturer's price/cost list. Proposer shall compute new unit prices at the same percentage as reflected in the original proposal (See Sec. II. B. for formula). Prices will be verified for accuracy.

7.1.3 Requirement Contracts: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.

7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, Proposer may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.

7.3 Price Decreases: Proposers are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.

8. Administrative Procedure for Bid/Proposal Complaints: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 657-4480.

9. Invoicing:

9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and proposal name and shall be mailed directly to:

McAllen Independent School District
ATTN: Director of Accounting
2000 North 23 Street

McAllen, TX 78501

9.2 The invoice must show name of Proposer exactly as shown on the purchase order and the correct "Remit to:" address.
9.3 Invoice must show name of receiving entity.
9.4 Invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
9.5 Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
9.6 Total all extensions on invoice.
9.7 Discount, if applicable, must be stated, extended and deducted to arrive at a NET TOTAL for invoice.
9.8 Shipment date of merchandise must be shown.
9.9 Date of purchase order must be shown.

10. Payment:

10.1 Payment normally will be made to Proposer within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.
10.2 Payments for merchandise purchased with District appropriated funds will be made through District approved and manually signed purchase orders issued by District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.
10.3 Partial payments are an exception, but may be made with the prior written approval of the District.
10.4 A purchase for goods or services cannot be made using District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.
10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.

11. Cancellation:

11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of Proposer for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of Proposer, Proposer's permission to cancel is required. All correspondence from Proposer pertaining to the cancellation of an order is to be addressed to the District. In the event the awarded Proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the awarded Proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5) working days of receipt of such notice by the awarded Proposer, default will be declared and all the awarded Proposer's rights shall terminate.
11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Proposer is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Proposer. The burden of proof for the need of such relief rests with Proposer. To obtain release based on Force Majeure, Proposer must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.
11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any vendor that fails to perform in accordance with contract terms and conditions. The District and Proposer each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Contract within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the vendor.
11.4 Non-Appropriation of Funds – The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this RFP, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.
11.5 Termination for Default: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the awarded Proposer fails to:
11.5.1 Meet schedules;
11.5.2 defaults in the payment of any fees;
11.5.3 otherwise perform in accordance with these specifications.
11.6 Breach of contract or default authorizes District to exercise any or all of the following rights:
11.6.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
11.6.2 District may take possession of all goods, fixtures and materials of awarded Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereinafter becoming due.
11.6.3 District reserves the right to award canceled contract to next lowest and best Proposer as it deems to be in the best interest of District. In such event, the District shall charge the canceled Proposer the difference for any additional cost of such proposal item(s) from the next lowest and best Proposer.

12 Other Provisions:

12.1 Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposal on this solicitation contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive." Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material

along with the percent of post- and pre- consumer content to:

McAllen Independent School District
ATTN: Purchasing Services
2000 N. 23rd Street
McAllen, TX 78501

12.1.1 When proposing, please consider the following:

12.1.2 Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.

12.1.3 New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.

12.1.4 Material Safety Data Sheets: A Proposer must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. OSHA: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.

12.1.5 Asbestos Management Plan: All proposers are required to review the Asbestos Management Plan for all District-owned facilities prior to performing any work or services at District-owned facilities. Asbestos Management Plans may be reviewed at each school site or at the Facilities Maintenance and Operations Department.

12.1.6 AHERA: All work must be in compliance with AHERA.

12.1.7 All contracts awarded in excess of $10,000 by school districts and their contractors or sub-grantees shall contain a provision requiring compliance with executive order 11246, entitled "Equal employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

12.1.8 All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation, to which he is otherwise entitled. School districts shall report all suspected or reported violations to TEA.

12.1.9 All contracts awarded by school districts and sub-grantees in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

12.1.10 Contracts, subcontracts, and sub-grants of amounts in excess of $100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non- exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

12.1.11 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

12.1.12 Advertisement: Proposers are prohibited from using contract award information, sales values/ volumes and/or District customers in sales brochures or other promotions, including press releases.

12.2 Services/items supplied under this contract shall be subject to District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the awarded Proposer at the next service date at no expense to District. If item is not picked up within one (1) week after notification, the item will become a donation to District for disposition.

13 Contract Provisions for contracts under Federal Awards – By submission of this proposal, Proposer agrees to comply with the following provisions.

13.1 Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where proposers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

13.2 All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

13.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

13.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.

13.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

13.6 Rights to Inventions Made Under a Grants Contract or Cooperative Contract. If the Federal award meets the definition of "funding contract" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding contract," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.

13.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Proposers that apply or submit a proposal for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

13.9 An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Any questions regarding this RFP must be submitted through the "questions" tab located within the solicitation on the Ionwave website https://mcallenisd.ionwave.net/Login.aspx.

DATA SHARING AGREEMENT
Between The McAllen Independent School District
and _____

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the McAllen Independent School District ("MISD") and _____ ("Contractor") who, as parties to the DSA, elect to accept its terms.

PREAMBLE

The mission of Contractor is to provide _____.

To that end, data is being requested as part of the DSA to fulfill the organization's mission. Contractor agrees that the data transferred from MISD to Contractor is and shall remain the sole and exclusive property of MISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released. Data that is released must be used consistent with the Family Education Rights and Privacy Act (FERPA), HIPAA and MISD's policies for managing student education records and other confidential information. To the extent permitted by law, MISD grants Contractor license to use such data only for the following purpose and for no other purpose.

The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of _____.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

   This data shall be provided by MISD to Contractor. The format will vary depending on integration method and requirements. Any data received by Contractor pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. Notwithstanding the foregoing, or anything contained hereto the contrary, to the extent that Contractor maintains regular backup or centralized retention of electronically created data or electronically stored information (collectively "ESI"), such ESI may be retained as necessary to comply with the existing policy for backup and archiving of ESI, so long as no information required to be kept confidential hereunder is otherwise accessible to any of Contractor's employees, contractors or agents.

2. Confidentiality

   Contractor will maintain the confidentiality of any and all student data obtained from MISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, Contractor shall establish a system of safeguards that will at minimum include the following:

   a. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from or on behalf of MISD. These measures will be extended by contract to all subcontractors used by Contractor.

Approved as to form by WABSA 3/6/2023;
Updated 6/15/2023

b. Contractor and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.

c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the DSA.

d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under the DSA.

e. Procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPPA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.

g. Contractor shall return to MISD all data or any portions thereof requested by MISD, or at MISD's election and subject to clause 1 above, Contractor shall destroy all or any part of MISD's data that is within the possession or control of Contractor and shall, upon request by MISD, provide certification of such destruction.

h. Permission shall be obtained from MISD prior to publications or disclosure of data, or other uses not outlined in this DSA.

3. <u>Data Breach</u>

Should Contractor reasonably suspect and/or become aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify MISD within 24 hours. Contractor shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Contractor will follow direction from the Law Enforcement Agencies involved in the case.

a. The security breach notification to MISD shall be written in plain language, and address the following:
   i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
   ii. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.

b. Contractor agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation and immediate reporting to federal, state and local law enforcement.

c. In the event of a breach or unauthorized disclosure, Contractor shall cooperate fully with Sponsor, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Contractor will reimburse Sponsor in

full for all costs incurred by the MISD in investigation and remediation of any security breach caused in whole or in part by Contractor or Contractor's subcontractor's, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if personally identified information is exposed during the breach could be used to commit financial identity theft.

d. Contractor's obligations under section shall survive termination of this Agreement.

4. INDEMNIFICATION

CONTRACTOR SHALL HOLD MISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES HARMLESS AND SHALL INDEMNIFY ALL SUCH PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF CONTRACTOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS DSA.

NOTHING IN THIS DSA SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST MISD FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH MISD MAY BE ENTITLED NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF MISD.

5. Right to Audit

Contractor shall provide MISD and its designees with information and access to its premises (upon giving reasonable notice) as MISD may reasonably require evidence of compliance with DSA and applicable state and federal law.

6. Entire Agreement

This document states the entire agreement between Contractor and MISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

7. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

8. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories under this DSA.

9. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

10. Waiver

Waiver by and signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

11. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. MISD and Contractor further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to MISD and Contractor are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship ends between MISD and Contractor.

13. Governing Law

This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED _____.
Date

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____

Jose A. Gonzalez, Ed D Superintendent

CONTRACTOR:

_____

By: _____

Print Name: _____

E-mail: _____

Approved as to form by WABSA 3/6/2023;
Updated 6/15/2023

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. XXXX-XXX Project Name through Request for Proposal No. XXXX-XXX (Vendor Name)

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and (**name of company as listed on W-9)** a (state vendor is located) (type of business, corporation, llc, etc) (hereinafter referred to as "Vendor") as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

WITNESSETH:

WHEREAS, District recognizes that the **DEPARTMENT** of District (the "Department") requires certain services ("Services") rendered by Vendor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested proposals from vendors for Services, more particularly described on Exhibit A attached hereto;

WHEREAS, Vendor submitted a response to the District's proposal;

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Vendor in accordance with the local, state and federal regulations for procurement;

WHEREAS, District has determined that for proper and efficient operation of the Department, several objectives must be met, including, among others, coordination of schedules and assignments, administrative ease and efficiency, consistency and uniformity in book and recordkeeping, and the delivery of quality Services;

WHEREAS, the Vendor is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Contract; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Vendor during the term of this Contract;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE VENDOR

Vendor shall perform all of the work and provide all equipment, materials, and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Vendor represents and warrants to District that Vendor possesses all of the licenses, permits, and expertise required to provide the equipment, materials, and labor and perform the services contemplated hereunder. Vendor

draft

warrants and represents that during the term of this Contract, Vendor shall maintain all such licenses and permits. Vendor warrants that the services rendered and equipment, materials, and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

A. This Contract

B. Exhibit "A" – District's Request for Proposal No. xxxx-xxxx

C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to Request for Proposal No. xxx-xxx/ **OR Vendor's Response to District's Request for Proposal No. xxxx-xxxx (Depending on whether it is one awarded vendor or multiple.)**

D. Exhibit "C" – Certificate of Insurance

This Contract is entered into subject to the following conditions:

A. Vendor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

B. Vendor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Vendor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Contract, Vendor will, at Vendor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

A. Statutory Workers' Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - $500,000

B. Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate.

C. Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000. No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

D. The District shall be named as an additional insured by endorsement on the Vendor's policy as to the subject job.

E. The Vendor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Contract as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Vendor agrees, for itself and on behalf of its successors, and any person or persons claiming under Vendor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Vendor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes. The payment for services, materials, and labor shall be paid by District to Vendor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Vendor expressly acknowledges that Vendor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes, and all other federal, state, and local taxes. Vendor, as independent Vendor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Vendor in performing any portion of this Contract or any action or omission incident thereto. Vendor also agrees to pay for and provide workers compensation insurance covering all employees working for Vendor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Vendor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Vendor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Vendor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Vendor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. DOCUMENT RETENTION

Vendor shall retain copies of contracts that are entered into by District as a result of the services provided hereunder. Vendor shall make the said materials available for audit, examination, excerpt, and transcription to District, sub-grantee or grantee of funds, or their authorized representatives and shall maintain and retain the same for the minimum period required by state law for record retention for public school districts or local governmental units, but in no event less than a period of four (4) years following the termination of this agreement. Prior to the destruction or disposal of any records or documents related to this Agreement, Vendor will notify the District in writing within 30 days of the scheduled destruction or disposal and give the District an opportunity to obtain possession of, retain, and store the same at its own cost.

11. NON-DISCRIMINATION

Vendor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

12. HOLD HARMLESS

VENDOR AGREES TO HOLD HARMLESS AND INDEMNIFY DISTRICT FROM ANY LIABILITY AND/OR DAMAGES, WHICH MAY DIRECTLY OR INDIRECTLY ARISE FROM OR OCCUR IN CONNECTION WITH VENDOR'S PERFORMANCE UNDER THIS CONTRACT OR ANY ACTION, ACTIVITY OR OMISSION INCIDENT THERETO. SUCH INDEMNIFICATION SHALL INCLUDE BUT NOT BE LIMITED TO ALL DISTRICT'S ATTORNEYS' FEES AND COSTS INCURRED IN DEFENDING OR RESPONDING TO ANY ACTION BROUGHT OR THREATENED AGAINST DISTRICT FOR ANY ACTION OR OMISSION ARISING FROM OR INCIDENT TO VENDOR'S PERFORMANCE UNDER THIS CONTRACT.

13. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence on the Commencement Date and remain effective through {insert end date} (Federal: a term of one (1) year, with the option to renew for three (3) additional one (1) year terms). All services must be completed during the term of the Contract.

A. **Termination without Cause**. District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Vendor.

B. Termination with Cause.

a. Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

i. Any conduct of the Vendor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 2 hereof.

iii. Failure of Vendor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

iv. In addition, if the Vendor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.

b. Termination by Vendor. In the event District breaches any material term of this Contract, Vendor may terminate this Contract upon no less than fifteen (15) days written notice.

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c. **Non-Interference.** Following the expiration of this Contract or its termination for any reason, Vendor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

14. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District
Attn: Jose A. Gonzalez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Vendor: COMPANY NAME
Attn:
Street:
City:

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

15. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

16. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Vendor.

17. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

18. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Vendor may not assign Vendor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Vendor.

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19. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Vendor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation, and/or warranty of the Contract Documents except as specifically provided for in such amendment.

20. ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

21. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Contract.

22. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

23. AUTHORIZATION FOR CONTRACT

The execution and performance of this Contract by District and Vendor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Vendor and District in accordance with its terms.

24. IMMUNITIES

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

25. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Vendor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of

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any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Vendor or its assignee stop the services on the date of such termination.

26. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. Neither party may release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

27. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Vendor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Vendor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Vendor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present". Vendor's violation of this section shall constitute a material breach of contract. If the Vendor is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

28. ENTITIES THAT BOYCOTT ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit

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commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

29. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (SB 13)

If Vendor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Vendor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

30. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (SB 19)

If Vendor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Vendor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This verification is not required for an agreement with a sole-source provider; or a governmental entity that does not receive bids from a company that is able to provide this verification.

31. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. **LISTED COMPANIES.** The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. **EXCEPTION.** Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids,

proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

32. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS

Vendor shall comply with all requirements on Part 3.2 – Compliance Requirements.

33. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

34. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

35. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

36. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District

By:_____

Jose A. Gonzalez, Superintendent

VENDOR:

Vendor Name

By:_____

Name:_____

Title:_____

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: _____

Attorney

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Exhibit "A" – District's Request for Proposal No. 2018-157

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Exhibit "B" – Vendor's Services, Products and Fees Pursuant to

Request for Proposal No. 2018-157

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Exhibit "C" – Certificate of Insurance

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit "B" – Vendor's Response to District's Request for Proposal No. 2024-1003

McALLEN
INDEPENDENT SCHOOL DISTRICT

Laura Williams
Director for Purchasing Services

August 25, 2023

David Ewonce, President
ElectRx and Health Solutions LLC
276 South Logan Street
Elyria, OH 44035
dewonce@electrx.com

RE: Request for Best and Final Offer ("BAFO") - RFP No. 2024-1003 Personal Importation Mail Order Prescription Program

Mr. Ewonce,

Thank you for participating in the above-referenced project. McAllen Independent School District invites you to provide the best and final offer.

Please complete the attached Request for Best and Final Offer Excel sheet and return the completed document via email to emontes@mcallenisd.net and laura.williams@mcallenisd.net no later than 1:00 p.m., CDT, Friday, August 25, 2023.

To be signed by an authorized official with legal binding authority.

ACKNOWLEDGEMENT BEST AND FINAL OFFER

Signature	**Date** 8/25/2023
David Ewonce President **Printed Name & Title**	ElectRx + Health Solutions **Company Name**

Request for Best and Final Offer

RFP No. 2024-1003 Personal Importation Mail Order Prescription Program

				ElectRx
GPI	DDID	Lable Name	Original Cost	Best and Final Offer
		Ozempic		
2717007000D222	209911	1mg	$1,243.34	$1,243.34
2717007000D221	221271	.5mg	$1,243.34	$1,243.34
		FARXIGA		
27700040200320	182336	10 mg	$423.16	$423.16
27700040200310	182335	5 mg	$391.44	$391.44
		Trulicity		
2717001500D220	185810	0.75 mg/0.5 ml	$1,549.98	$1,549.98
2717001500D230	185813	1.5 mg/0.5 ml	$1,549.98	$1,549.98
		Jardiance		
27700050000310	184848	10 mg	$429.63	$429.63
27700050000320	184849	25 mg	$429.63	$429.63
		XIGDUO		
27996002307525	186281	10 mg-1000 mg	$382.15	$382.15
27996002307515	186279	5 mg-1000 mg	$477.52	$477.52
		ENBREL		
6629003000E530	185603	50 mg/1 ml	$3,213.42	$3,213.42
		JANUVIA		
27550070100340	122702	100 mg	$443.87	$443.87
		Humira		
6627001500F420	202545	40 mg/0.8 ml	$3,063.14	$3,063.14
		Verzenio		
21531010000305	199757	50 mg	$5,869.34	$5,869.34
21531010000315	199759	150 mg	$5,869.34	$5,869.34
21531010000310	199758	100 mg	$5,869.34	$5,869.34
		RYBELSUS		
27170070000320	207961	7 mg	$1,154.39	$1,154.39
27170070000330	207962	14 mg	$1,154.39	$1,154.39
27170070000310	207960	3 mg	$1,154.39	$1,154.39

Request for Best and Final Offer

RFP No. 2024-1003 Personal Importation Mail Order Prescription Program

GPI	DDID	Lable Name	Original Cost	Best and Final Offer
		Otezla		
66700015000330	183204	30 mg	$1,808.12	$1,808.12
66700015000330	183204	30 mg	$4,204.36	$4,204.36
		Synjardy		
27996002400325	189584	12.5 mg-1000 mg	$210.15	$210.15
27996002400320	189583	12.5 mg-500 mg	$163.53	$163.53
27996002400315	189582	5 mg-1000 mg	$163.83	$163.83
		Tresiba		
2710400700D210	190537	100 u/1 ml	$434.47	$434.47
2710400700D220	190538	200 u/1 ml	$508.61	$508.61
		RYBELSUS		
27170070000330	207962	14 mg	$1,154.39	$1,154.39
27170070000310	207960	3 mg	$1,154.39	$1,154.39
27170070000320	207961	7 mg	$1,154.39	$1,154.39
		Trelegy Ellipta		
44209903408020	220108	100 mcg/1 actuation-62.5 mcg/1	$478.10	$478.10
44209903408040	220116	200 mcg/1 actuation-62.5 mcg/1	$777.57	$777.57
		JANUMET		
27992502700340	126330	50g-1000 mg	$209.63	$209.63
		ENTRESTO		
40992002600320	189098	24 mg-26 mg	$720.17	$720.17
40992002600330	189100	49 mg-51 mg	$720.17	$720.17
40992002600340	189099	97 mg-103 mg	$662.32	$662.32

2024-1003 Addendum 1
ElectRx
Supplier Response

Event Information

Number: 2024-1003 Addendum 1
Title: Personal Importation Mail Order Prescription Program
Type: Request for Proposal
Issue Date: 7/13/2023
Deadline: 8/2/2023 03:00 PM (CT)
Notes: McAllen Independent School District (the "District") invites your submittal on the above referenced project.

Interested respondents may obtain details through IonWave. The District prefers and encourages respondents to submit their proposals electronically, through IonWave.

Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals will not be accepted.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

COMMUNICATION WITH DISTRICT PERSONNEL
Proposer submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes, or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in

writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on the Questions tab.

Contact Information

Contact: Liz Montes, Senior Buyer
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 6574480
Fax: (956) 6574481
Email: emontes@mcallenisd.net

ElectRx Information

Contact: David Ewonce
Address: 276 South Logan Street
Elyria, OH 44035
Phone: (855) 353-2879
Email: dewonce@electrx.com
Web Address: Electrx.com

By submitting your response, you certify that you are authorized to represent and bind your company.

David Ewonce
Signature

dewonce@electrx.com
Email

Submitted at 7/26/2023 02:41:21 PM (CT)

Requested Attachments

HUB Certificate — NA.docx

Upload your HUB Certificate, if applicable.

Proof of Insurance (Acord Certificate of Insurance Form) — ElectRX Revised Accord Form 25.pdf

Please upload your certificate of insurance in Acord form.

Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation — NA.docx

Upload your Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation (if applicable).

Completed Conflict of Interest Questionnaire. — CIQ.pdf

Please upload your completed CIQ. Note: If no conflict, please indicate "N/A" on the form.

Completed W9 Form — W-9 Elect Rx 2022.pdf

Please upload your completed W9 form.

Completed Form 1295 Form or Exemption Statement — Form 1295 Certificate.pdf

Please upload your completed 1295 Form. Form must be completed online: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm If not applicable to your company, please attach a statement indicating the reason.

List of countries with participating pharmacies — List of countries with participating pharmacies.docx

Per 9.3.2 of the Scope of Work, upload a complete list of countries with participating pharmacies.

Sample of Respondent's standard monthly reporting package. — Standard Monthly Reporting Package and Eligibility File Layout Schema.pdf

Per 9.3.3 of the Scope of Work, upload a sample of Respondent's standard monthly reporting package.

Audited financial statement for the preceding fiscal year. — Attribute #3.docx

Per 9.3.4 of the Scope of Work, upload the audited financial statement for the preceding fiscal year.

List of all offices and facilities that would provide services under this contract. — List of all offices and facilities that would provide services under this contract.docx

Per 9.3.5 of the Scope of Work and Attribute #55, upload a list of all offices and facilities that would provide services under this contract.

Bid Attributes

1 General Terms and Conditions

Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions.

**This is your electronic signature.

☑ I have read, understand and accept.

2 Specifications and Scope of Work

Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work.

**This is your electronic signature.

☑ I hereby acknowledge.

3 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. **If none, enter N/A (Not Applicable)**.

ElectRx does not have Audited Financial Statements as they have never been required by any party since the company began operations almost 15 years ago.

4 Form 1295 - Certificate of Interested Parties

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.
Access form at:

- http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

☑ I have read and understand.

5 Delinquent Taxpayers

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with any proposer indebted to the District.

**This is your electronic signature.

I am NOT a delinquent taxpayer to McAllen ISD

6 Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.

ElectRx and Health Solutions LLC

7	**Does your company have a business name on Line 2 of the W-9? If yes, attach an Assumed Name Certificate/Fictitious Name issued by the State/County (on the "Response Attachments" tab).** ☐ Yes (upload Assumed Name Certificate) ☑ No

8	**Felony Conviction Notification** Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation. Select where applicable: A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable. B. My company is not owned nor operated by anyone who has been convicted of a felony. C. My company is owned and operated by an individual who has/have been convicted of a felony. **This is your electronic signature. B. My company is not owned nor operated by a felon

9	**Felony Conviction Details** If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable). N/A

10	**Criminal History Record Information Review of Certain Contract Employees** Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present. **A. None of my employees** and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract. OR **B**. **Some or all of my employees** and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that: 1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt**. 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately. 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract. 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District. **This is your electronic signature. A. None - I hereby agree and certify.

11	**Confidential/Copyrighted Information** Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term “CONFIDENTIAL” on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive. **This is your electronic signature. ☑ I have read and agree.

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12	**Declaration of Business Location - Texas Education Code 44.031(b)(8)** Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner: A. Has its principal place of business in the State of Texas; OR B. Employs at least 500 persons in the State of Texas C. Principal place of business is not in the State of Texas. **This is your electronic signature. C. Principal place is NOT in Texas

13	**Declaration of Business Location - Texas Education Code 44.031(b)(8)** Specify principal place of business (City/State). If not applicable, please enter N/A (not applicable). ***This is your electronic signature. Elyria/Ohio

14	**Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. **This is your electronic signature. ☑ I have read and hereby certify.

15	**Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. **This is your electronic signature. ☑ I have read and hereby certify.

16	**Entities That Boycott Israel** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. **This is your electronic signature. ☑ I agree and hereby certify.
17	**TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.** A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. **This is your electronic signature. ☑ I have read and hereby certify.
18	**TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES** Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017. Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. **This is your electronic signature. ☑ I have read and hereby certify.
19	**Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises, & Labor Surplus Area Firms** Contractor certifies the Bidder's company is HUB certified with the State of Texas. [ ] I am an Active certified HUB vendor (attach HUB certificate) [ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms [ ] I am neither **This is your electronic signature. I am neither.

20	**Non-Collusion Statement** Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity. **This is your electronic signature. ☑ I have read and hereby certify.
21	**Certification of Compliance with 2 CFR § 200.327 for Federally Funded Purchases** Pursuant to 2 CFR § 200.327, all federally-funded contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions. **This is your electronic signature. ☑ I have read and hereby certify.
22	**Contracts in Excess of $250,000** Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **This is your electronic signature. ☑ I have read and hereby certify.
23	**Contracts in Excess of $10,000** All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement. Pursuant to Federal Rule above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT's best interest. **This is your electronic signature. ☑ I have read and hereby certify.

24	**Equal Employment Opportunity** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” **This is your electronic signature. ☑ I have read and hereby certify.
25	**Equal Employment Statement** It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. **This is your electronic signature. ☑ I have read and hereby certify.
26	**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **This is you electronic signature. ☑ I have read and hereby certify.

27	**Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **This is your electronic signature. ☑ I have read and hereby certify.
28	**Rights to Inventions Made Under a Contract or Agreement** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401,“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. **This is your electronic signature. ☑ I have read and hereby certify.
29	**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **This is your electronic signature. ☑ I have read and hereby certify.
30	**Debarment and Suspension (Executive Orders 12549 and 12689)** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous. **This is your electronic signature. ☑ I have read and hereby certify.

31	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or submit an offer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award. Pursuant to Federal Rule above, when federal funds are expended by District, Vendor certifies that during the term and after the awarded term of an award for all contracts by District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendor further certifies that: 1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. 3. The Vendor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. **This is your electronic signature. ☑ I have read and hereby certify.

32	**2 C.F.R. § 200.324 Contract Cost and Price** (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. Pursuant to Federal Rule above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule above. **This is your electronic signature. ☑ I have read and hereby certify.

33	**2 C.F.R. § 200.323 Procurement of Recovered Materials** An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. **This is your electronic signature. ☑ I have read and hereby certify.
34	**2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216 or any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. **This is your electronic signature. ☑ I have read and hereby certify.
35	**Buy American Act** DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy American Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding $2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2). **This is your electronic signature. ☑ I have read and hereby certify.

36	**Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program funds** District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). **This is your electronic signature. ☑ I have read and hereby certify.
37	**2 C.F.R § 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprise, and Labor Surplus Area Firms** CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. **This is your electronic signature. ☑ I have read and hereby certify.
38	**2 C.F.R § 200.334 Records Retention Requirements** When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. **This is your electronic signature. ☑ I have read and hereby certify.
39	**2 C.F.R. §200.337 Access to Records** Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. **This is your electronic signature. ☑ I have read and hereby certify.

40	**Copyright** All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so. **This is your electronic signature. ☑ I have read and hereby certify.
41	**Certification of Compliance with the Energy Policy and Conservation Act** When District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). **This is your electronic signature. ☑ I have read and hereby certify.
42	**Professional Services Contracts Paid with Federal Funds** For all professional services contracts paid with federal funds, the contract contains the following provisions: 1. All services will be completed during the effective dates of the contract. 2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance. 3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period. 4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323. 5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs. 6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source. 7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged. 8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source. **This is your electronic signature. ☑ I have read and hereby certify.
43	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions. **This is your electronic signature. ☑ I have read and hereby certify.

44

Certification of Compliance with Other Federal Provisions

Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
10. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
11. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
12. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
13. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**This is your electronic signature.

☑ I have read and hereby certify.

574

45 Federally Funded Purchases

Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.

**This is your electronic signature.

☑ I have read and hereby certify.

46 Addendum

Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable.

**This is your electronic signature.

☑ I have read and hereby acknowledge.

47 Name of Firm

ElectRx and Health Solutions LLC

48 Year Founded

2009

49 Address

276 South Logan Street, Elyria, Ohio 44035

50 Contact Person

Dave Ewonce, Authorized Agent

51 Contact Person's Email

dewonce@electrx.com

52 Contact Person's Phone Number

(855) 353-2879

53 Prescription Drug Experience - Number of SCHOOL DISTRICT Clients

18

54 Prescription Drug Experience - Number of NON-SCHOOL DISTRICT Clients

1000

55 Upload a list of all offices and facilities that would provide services under this contract to the "Response Attachments" tab.

Include the following for every company:
Company Name
Address
Phone No.
Contact Person Name
Contact Person Title
Email Address

56	**PROVIDE THREE (3) CURRENT CLIENT REFERENCES OF SIMILAR SIZE RECEIVING SIMILAR SERVICES.** *The District respects the privacy of all respondent's client lists, but we require the information for proper evaluation. Failure to provide client information may affect respondent in the evaluation process.*
57	**Reference 1 - Name of Client** School District of Osceola County Florida
58	**Reference 1 - Contact Person** Lauren Haddox, Risk and Benefits Manager
59	**Reference 1 - Telephone Number** (407) 870-4989 x67556
60	**Reference 1 - Number of Employees** 7500
61	**Reference 2 - Name of Client** Paco County Schools
62	**Reference 2 - Contact Person** Mary Martin, Director of Employee Benefits and Risk Management
63	**Reference 2 - Telephone Number** (813) 794-2353 x42355
64	**Reference 2 - Number of Employees** 7200
65	**Reference 3 - Name of Client** Rosen Hotels & Resorts
66	**Reference 3 - Contact Person** Kenneth Aldridge
67	**Reference 3 - Telephone Number** (407) 996-4554
68	**Reference 3 - Number of Employees** 4200
69	**NOTE** **If any of the following questions are not applicable, respond with N/A.**
70	**SERVICES**

576

71 Will your proposal provide real time adjudication tracking software free of charge?

No

72 If at additional cost, what is that cost?

N/A

73 Is your pricing model transparent pass-through?

The District prefers a transparent pass-through pricing model and will give the greatest consideration for that model.

No

74 If No, explain service and pricing model

ElectRx medication prices are quoted at a flat rate, meaning the quoted and billed prices include all fees, shipping and handling, etc. There are no additional fees.

75 The vendor certifies that the District will not be required to pay any additional fees, costs, or expenses other than those expressly outlined in the proposal response.

**This is your electronic signature.

☑ I acknowledge I have read, understand, and agree.

76 Do you provide cool & cold chain medications?

Yes

77 Describe cool & cold chain medication shipment method.

Cool chain medications are heat sealed in plastic. The medication is then placed inside a cardboard box and sealed. The cardboard box is placed inside a prequalified cooler with 2-inch thick foam insulation walls and six 32-ounce gel packs. Cold Chain medications are shipped in reusable certified coolers with Vacuum Insulated Panel (VIP) technology. These 27lb coolers hold the temperature of the shipment until delivery. Members receiving cold chain medication are sent their tracking number via email/text on shipment of the cooler which is also tracked by pharmacy staff. Members are informed when their cooler is out for delivery. Coolers contain an instructional bilingual (English/Spanish) pictorial insert. This document is available upon request. All medication shipments are via Canada Post/USPS which usually delivers within 5 days.

78 Describe cool & cold chain medication package instructions.

Prescription labels for all cool and cold chain medications have the following attributes: pharmacy co-ordinates, serial number of the prescription, member name, prescriber name, date dispensed, drug name, identification number, strength, quantity, prescribing instructions, and number of remaining refills.

79 Describe cool & cold chain medication temperature safeguarding and equipment.

Cold chain medications are shipped in the CSafe Global 8L cooler (Model #A08R96000U). This cooler maintains a strict 35.6°F to 46.4°F temperature range (refrigerated) for at least 96 hours. The cooler is ISTA 7D qualified with Vacuum Insulation Panel (VIP) technology. Cool chain medications are shipped using 2-inch-thick pre-qualified disposable shipping coolers from Cryopak. A Warmark Short Run Time/Temp Tag with a trigger point of 77°F is placed in every cooler for both cool and cold chain medications. This temperature tag is a widely adopted design to record exposure and duration of exposure above the activation temperature. On activation, the red dye will color in the recording windows to create an immediate permanent record of a temperature excursion. Network pharmacies continuously evaluate evolving user-friendly digital temperature monitoring applications.

80 **Describe cool & cold chain medication container return requirements.**

Cool chain medications are shipped in pre-qualified disposable coolers. These coolers do not need to be returned to the pharmacy. Cold Chain medications are shipped in reusable certified coolers with Vacuum Insulated Panel (VIP) technology. Each member is counseled on the cooler return process to the pharmacy. Additionally, each cooler has an insert that includes a pictorial sheet with detailed instructions on how to return the cooler including a list and picture of all the parts to be returned, a pre-paid, pre-populated, shipping return label, and the scheduling of a courier pick up or drop off.

81 **Describe additional relevant cool & cold chain medication information.**

A cold chain or cool chain is a temperature-controlled supply chain. An unbroken cold chain is an uninterrupted series of refrigerated production, storage, and distribution activities, along with associated equipment and logistics, for maintenance of a desired low-temperature range. Many but not all cool chain medications are entirely stable for extended durations. Product monographs of those particular drugs reference this stability even up to 86°F. As stated, cool chain medications are shipped in pre-qualified disposable coolers - a device that can repeatedly demonstrate through evidence-based testing, a high degree of assurance that the determined acceptance criteria are met and will maintain the quality of the drug product under such conditions.

82 **Respondent's Agreement will allow for third party audits of all rights and obligations under the agreement.**

District may disqualify vendor if this is not an option.

Yes

83 **Will the District retain the right to select the auditor at its discretion?**

Yes

84 **Has the business entity been a defendant in any lawsuit in any state or federal court during any of the preceding five (5) years?**

No

85 **If yes, identify each lawsuit by party, case number, court, subject matter, and disposition.**

N/A

86 **Do you have any claims filed against your company which are unresolved and presently pending before any state administrative agency?**

No

87 **If yes, please provide a full description of the matter.**

N/A

88 **For what period of time are proposed costs guaranteed?**

One year from award date, but subject to currency fluctuation, wholesale acquisition costs, and manufacturers' supply chain issues.

89 **Does the District retain any of the rebates collected?**

No

90 **If yes, what percentage?**

N/A

91	**Awarded Vendor shall ensure that the District will be billed directly.** **This is your electronic signature. ☑ I acknowledge I have read, understand, and agree.
92	**Are costs associated with filling scripts and mailing of the medications covered by company, member, or both?** (shipping, handling, etc.) Company
93	**Explain** All costs associated with the fulfillment of a prescription are included on the invoice as a part of the cost of the drug except which is shown separately. The cost plus shipping will be invoiced to McAllen Independent School District.
94	**Are there any administration fees?** (shipping, handling, etc.) No
95	**If yes, what are the costs?** Provide details. N/A
96	**Are the costs guaranteed for a three (3) year period?** No
97	**If no, can you guarantee costs for two years?** No
98	**List of all fees and charges that would be billed under the contract.** Include detailed methods for their calculation and a billing schedule ElectRX Medication prices are quoted at a flat rate, meaning the quoted and billed prices include all fees, shipping and handling, etc. There are no additional fees.
99	**Describe Wire Transfer Payment procedures:** Our invoices include payment instructions for Checks, ACH, and wire payments. The most common method is ACH; however, we are fine with either method.
100	**Financial Information - Bankruptcy - Business Entity** Has the ***business entity*** filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during any of the preceding seven (7) years? No
101	**If yes, provide the name of the court and the case number(s).** N/A

102 Financial Information - Bankruptcy - Owner/Member/Partner

Has any ***owner, member, or partner*** of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during any of the preceding seven (7) years?

No

103 If yes, provide the name of the court and the case number(s).

N/A

104 United States Food and Drug Administration - Warning Letters or Other Notifications

Has your organization received any **warning letters** or **other notifications** from the United States Food and Drug Administration related to introduction of drugs into interstate commerce in **violation of sections** 301(a), 301(d), and 505(a) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) [21 U.S.C. §§ 331(a), 331(d), and 355(a)]?

Yes

105 If Yes, please provide details of letter and response.

ElectRx received a Warning Letter from the FDA dated March 2, 2023. Through independent legal counsel, ElectRx responded to the Warning Letter on March 27, 2023 identifying the misclassification of the service provided. No further communications have been received by ElectRx since the date of this submission.

106 Minimum Quality Assurance Standards (Attachment C - See "Attachments" tab)

Vendor agrees and certifies that products meet the Minimum Quality Assurance Standards listed in the Statement of Work and Attachment C?

- [x] **I have read and hereby certify.
- [ ] **No, unable to certify.

107 If No, please provide any clarifications or deviations.

N/A

108 District requires a formulary file of available medications with an National Drug Code (NDC) crosswalk and unit price, are you able to provide it?

Yes

109 If No, please provide any clarifications or deviations.

N/A

110 District requires a utilization file of all prescriptions filled on behalf of members with each billing, and other frequencies. can you provide it?

Yes

111 If No, please provide any clarifications or deviations.

N/A

112 Can Respondent accept an eligibility file for active District members?

Yes

113 If Yes, please provide minimum file layout requirements.

We have attached an Eligibility File Layout Schema that shows the required fields.

114 **Are there any drugs that are available internationally at certain dosages that are not available domestically?**

i.e. Trulicity

Yes

115 **If Yes, please list provide the list.**

The list is ever changing based on FDA and pharmaceutical company approval. However, based on our experience, Trulicity and Synthroid are on the list.

116 **Can Respondent accept an eligibility file for active District members?**

Yes

117 **If Yes, please provide minimum file layout requirements.**

We have attached an Eligibility File Layout Schema that shows the required fields.

118 **Describe the enrollment process.**

To include details about the communication methods to complete the process. (electronic, paper or phone)

Most of our enrollments are handled over the phone. This allows us to gather the patient demographics, as well as current medication usage and history. The pharmacist will reach out to the patient each time they are due for a refill.

119 **Describe member communication and member support.**

(i.e. toll free number, customer service hours, letter/email campaigns, web features, APPs, etc.)

Patients can communicate with ElectRx via toll-free phone, toll-free fax, email, or text message. Our customer service hours in Elyria, OH are 8:30-4:30, Mon-Fri Eastern Standard Time. We have an answering service that picks up calls during all other hours. We also have an informational website at www.electrx.com

120 **Does your formulary drug list include the listed medications on Attachment C Formulary Drug List, at a minimum?**

Attachment C Formulary Drug List available on the "Response Attachments" tab in Ionwave.

Yes

121 **If No, please provide any clarifications or deviations.**

N/A

122 **Respondent confirms and agrees that the District has the discretion to modify the formulary list.**

Vendor agrees and certifies that products meet the Minimum Quality Assurance Standards listed in the Statement of Work?

- [x] **I confirm and agree.
- [ ] **I do not confirm and agree.

123 **If No, please provide any clarifications or deviations.**

N/A

124 **If No, please list specifically those that are not.**

N/A

Bid Lines

581

1 Package Header

Humira Pen Pnkt 40 MG/0.8ML or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $3,063.14 Humira is packaged two pens per package from the manufacturer and our price reflects the amount for two pens.

Package Attributes

1. Metric Quantity

40 MG/0.8 MG

2. Day Supply

28

3. National Drug Code

00074-4339-02

Package Items

1.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

1.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

2 Package Header

Ozempic (0.25 or 0.5 Mg/Dose) or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $1,243.34 Standard shipment is three pens and our price of $1,243.34 is for the standard shipment. We do not offer the .25 Mg/Dose.

Package Attributes

1. Metric Quantity

1.34 mg/mL

2. Day Supply

84

3. National Drug Code

0169-4132-12

Package Items

2.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

2.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

3 Package Header

Ozempic (1 MG/Dose) Soph 4 MG/3ML or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $1,243.34 Standard shipment is three pens and our price of $1,243.34 is for the standard shipment.

Package Attributes

1. Metric Quantity

1.34 mg/mL

2. Day Supply

84

3. National Drug Code

0169-4136-02

Package Items

3.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

3.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

4 Package Header

Farxiga Tabs 10 MG or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $423.16 Standard shipment is 90 tablets and our price of $423.16 is for the standard shipment.

Package Attributes

1. Metric Quantity

10 mg

2. Day Supply

90

3. National Drug Code

0310-6210-30

Package Items

4.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

4.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

5 Package Header

Farxiga Tabs 5 MG or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $391.44 Standard shipment is 90 tablets and our price of $391.44 is for the standard shipment.

Package Attributes

1. Metric Quantity

5 mg

2. Day Supply

90

3. National Drug Code

0310-6205-30

Package Items

5.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

5.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

6 Package Header

Tremfya Sopn 100 MG/ML or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $5,875.92 Standard shipment is 1 syringe per carton and our price of $5,875.92 is for the standard shipment.

Package Attributes

1. Metric Quantity

100 mg/mL

2. Day Supply

30

3. National Drug Code

57894-0640-11

Package Items

6.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

6.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

7 Package Header

Xifaxan Tabs 550 MG or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $590.99 Standard shipment is 1 bottle of 60 tablets and our price is $590.99 is for the standard shipment.

Package Attributes

1. Metric Quantity

550 mg

2. Day Supply

60

3. National Drug Code

65649-303-02

Package Items

7.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

7.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

8 Package Header

Trulicity Sopn 1.5 MG/0.5 ML or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $1,549.98 Standard shipment is 6 pens and our price of $1,549.98 is for the standard shipment.

Package Attributes

1. Metric Quantity

1.5 mg/mL

2. Day Supply

84

3. National Drug Code

0002-1434-80

Package Items

8.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

8.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

9 Package Header

Trulicity Sopn 0.75 MG/0.5 ML or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $1,549.98 Standard shipment is 6 pens and our price of $1,549.98 is for the standard shipment.

Package Attributes

1. Metric Quantity

1.5 mg/mL

2. Day Supply

84

3. National Drug Code

0002-1434-80

Package Items

9.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

9.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

10 Package Header

Jardiance Tabs 10 MG or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $429.63 Standard shipment is 90 tablets and our price of $429.63 is for the standard shipment.

Package Attributes

1. Metric Quantity

10 mg

2. Day Supply

90

3. National Drug Code

0597-0152-90

Package Items

10.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

10.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

11

Package Header

Jardiance Tabs 25 MG or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: 429.63 Standard shipment is 90 tablets and our price of $429.63 is for the standard shipment.

Package Attributes

1. Metric Quantity

25 mg

2. Day Supply

90

3. National Drug Code

0597-0153-90

Package Items

11.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

11.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

12

Package Header

Xigduo XR TB24 5-1000 MG or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $477.52 Standard shipment is 168 tablets and our price of $477.52 is for the standard shipment.

Package Attributes

1. Metric Quantity

5 mg-1000 mg

2. Day Supply

84

3. National Drug Code

0310-6260-60

Package Items

12.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

12.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

13 Package Header

Xigduo XR TB24 10-1000 MG or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $382.15 Standard shipment is 84 tablets and our price of $382.15 is for the standard shipment.

Package Attributes

1. Metric Quantity

10 mg-1000mg

2. Day Supply

84

3. National Drug Code

0310-6280-30

Package Items

13.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

13.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

14 Package Header

Enbrel Sosy 50 MG/ML or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $3,213.42 Standard shipment is 4 pens and our price of $3,213.42 is for the standard shipment.

Package Attributes

1. Metric Quantity

50mg/1.0mL

2. Day Supply

28

3. National Drug Code

58406-032-04

Package Items

14.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

14.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

15 Package Header

Januvi Tabs 100 MG or equal
(Line excluded from response total)

Total: $0.00

Supplier Notes: Total: $443.87 Standard shipment is 100 tablets and our price of $443.87 is for the standard shipment.

Package Attributes

1. Metric Quantity

100 mg

2. Day Supply

100

3. National Drug Code

0006-0277-28

Package Items

15.1 Ingredient Cost

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

15.2 Dispensing Fee

Price: $0.00 Total: $0.00

Supplier Notes: Our prices are quoted as a flat rate that includes all fees, shipping and handling. There is no breakdown of fees available.

Response Total: $0.00

Exhibit “C” – Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JCH & Associates Agency, LLC
134 Warner Ave
Roslyn Heights, NY 11577
1353253

CONTACT NAME: Jon Hartwell
PHONE (A/C, No, Ext): 516-300-0456 FAX (A/C, No):
E-MAIL ADDRESS: jonathan.hartwell@breiergroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Co	18056
INSURER B: MT Hawley Insurance Company	37974
INSURER C: Hiscox Insurance Company	10200
INSURER D: Hartford Accident and Indemnity Co	06115
INSURER E:	
INSURER F:	

INSURED
Elect RX & Health Solutions, LLC
276 South Logan Street
Elyria OH 44036

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	PHBX21002304	06/11/23	06/11/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	01WEGAG7LUP	06/23/23	06/23/24	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Professional liability	X	X	RTP0029118	06/11/23	06/11/24	Each Claim/ Agg:	$4M/$4M, Ded: 10K
C	Cyber Liability	X	X	MPL4729833.23	02/25/23	02/25/24	Each Claim/Agg:	$4M/$4M, Ded: 15K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: McAllen ISD, 2000 N 23rd Street, McAllen, TX 78501

CERTIFICATE HOLDER

McAllen ISD
2000 N 23rd Street
McAllen, TX 78501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
JON HARTWELL

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Exhibit “D” – Data Sharing Agreement

DATA SHARING AGREEMENT
Between The McAllen Independent School District and Elect Rx and Health Solutions LLC

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the McAllen Independent School District ("MISD") and Elect Rx and Health Solutions LLC ("Contractor") who, as parties to the DSA, elect to accept its terms.

PREAMBLE

The mission of Contractor is to **provide select pharmaceuticals at lowest net cost**.

To that end, data is being requested in furtherance of the organization's mission which aligns with the goals of MISD.

To the extent permitted by law, MISD grants Contractor license to use data received pursuant to this DSA only for the following purpose and for no other purpose.

The scope of the project addressed in this DSA is limited to the use of teacher data solely for the purpose of **providing select pharmaceuticals at lowest net cost**.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

   This data shall be provided by MISD to Contractor. Contractor agrees that the data transferred from MISD to Contractor is and shall remain the sole and exclusive property of MISD. The format will vary depending on integration method and requirements. Any data received by Contractor pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. Notwithstanding the foregoing, or anything contained hereto the contrary, to the extent that Contractor maintains regular backup or centralized retention of electronically created data or electronically stored information (collectively "ESI"), such ESI may be retained as necessary to comply with the existing policy for backup and archiving of ESI, so long as no information required to be kept confidential hereunder is otherwise accessible to any of Contractor's employees, contractors or agents.

2. Confidentiality

   Contractor will maintain the confidentiality of any and all data obtained from MISD as a part of this DSA. Data that is provided by MISD must be maintained and used consistent with the Family Education Rights and Privacy Act (FERPA), HIPAA, if applicable, all state and federal laws and regulations applicable to the released data, and MISD's policies for managing student education records, confidential employee information, and other confidential information.

   Contractor acknowledges that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released under this DSA. Notwithstanding the foregoing, if Contractor comes into knowledge or possession of any protected health information ("PHI"), social security numbers, or other confidential information it will maintain the confidentiality of any such PHI or other confidential information in accordance with laws and regulations as applicable to that information, including without limitation HIPAA, and not use or disclose any such information in any manner that would constitute a violation of any applicable laws or regulation.

Approved as to form by O'Hanlon 8/23/2023;
Updated 08/30/2023

The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, Contractor shall establish a system of safeguards that will at minimum include the following:

a. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from or on behalf of MISD. These measures will be extended by contract to all subcontractors used by Contractor.

b. Contractor and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.

c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the DSA.

d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under the DSA.

e. Procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPPA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.

g. Contractor shall return to MISD all data or any portions thereof requested by MISD, or at MISD's election, and subject to clause 1 above, Contractor shall destroy all or any part of MISD's data that is within the possession or control of Contractor and shall, upon request by MISD, provide certification of such destruction.

h. Permission shall be obtained from MISD prior to publications or disclosure of data, or other uses not outlined in this DSA.

3. <u>Data Breach</u>

Should Contractor reasonably suspect and/or become aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify MISD within 24 hours. Contractor shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Contractor will follow direction from the Law Enforcement Agencies involved in the case.

a. The security breach notification to MISD shall be written in plain language, and

address the following:

i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

ii. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.

b. Contractor agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation and immediate reporting to federal, state and local law enforcement.

c. In the event of a breach or unauthorized disclosure, Contractor shall cooperate fully with Sponsor, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Contractor will reimburse Sponsor in full for all costs incurred by the MISD in investigation and remediation of any security breach caused in whole or in part by Contractor or Contractor's subcontractor's, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if personally identified information is exposed during the breach could be used to commit financial identity theft.

d. Contractor's obligations under section shall survive termination of this Agreement.

4. <u>INDEMNIFICATION</u>

CONTRACTOR SHALL HOLD MISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES HARMLESS AND SHALL INDEMNIFY ALL SUCH PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF CONTRACTOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS DSA.

NOTHING IN THIS DSA SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST MISD FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH MISD MAY BE ENTITLED NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF MISD.

5. <u>Right to Audit</u>

Contractor shall provide MISD and its designees with information and access to its premises (upon giving reasonable notice) as MISD may reasonably require evidence of compliance with DSA and applicable state and federal law.

6. <u>Entire Agreement</u>

This document states the entire agreement between Contractor and MISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

7. <u>Execution</u>

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

8. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories under this DSA.

9. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

10. Waiver

Waiver by and signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

11. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. MISD and Contractor further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to MISD and Contractor are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship ends between MISD and Contractor.

13. Governing Law

This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED _____.
Date

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Rosalba De Hoyos, Interim Superintendent

Approved as to form:
O'Hanlon, Demerath & Castillo

by: _____
Kevin O'Hanlon, Attorney

CONTRACTOR:

Elect Rx and Health Solutions LLC

By: _____
David Ewonce, President

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2024-175 Special Election Services with Hidalgo County.

REFERENCE: Goal 3 - Student Achievement/Student Focus; Strategy 5: Partnerships with Business/Civic Education/Organizations

The District has negotiated a service and equipment agreement with the County of Hidalgo for a special election. The agreement outlines all services required for an election and includes the use of County's electronic software voting system. The Special Election is slated for Tuesday, November 7, 2023 at designated school district and city polling sites.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The agreement with Hidalgo County for election services and equipment use will remove potential criticism for bias. A representative from Hidalgo County Elections Department will be available to answer questions.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds have been budgeted for this item from account 199.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Interlocal Agreement No. 2024-175 Special Election Services with Hidalgo County.

Attachment: ☑

SUBMITTED BY: John J. Cavazos
John J. Cavazos (Sep 20, 2023 09:39 CDT)

SUPERVISOR:

For further information contact:
Name: John Cavazos, Director for HR/Student Support Services
Office: 956-618-6031
Email: john.cavazos@mcallenisd.net

Approved for presentation to the Board of Education:

600

Interim Superintendent of Schools

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda Salinas**, hereinafter referred to as **"ADMINISTRATOR"**, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **MCALLEN ISD** hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **SPECIAL ELECTION** to be held on **NOVEMBER 7, 2023**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **NOVEMBER 7, 2023**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish **countywide** polling places for the election held on **NOVEMBER 7, 2023**, and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **NOVEMBER 7, 2023**, and any runoff, if applicable.

1.02 If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, code and distribute Hart Hybrid voting systems, election equipment and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;

(B) Prepare and provide Hart Hybrid training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machines to be utilized by ENTITY during Early Voting and Election Day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1. Ballots (print and distribution only);
2. Election kits and election paperwork;
3. Ballot boxes and voting booths;

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure Early Voting polling places and Election Day polling places;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize joint notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for Early Voting and Election Day voting;

(N) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;

(O) Procure and pay Ballot Board members;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.

(V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;

(X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.

(Z) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to prohibiting firearms on the premises of a polling place;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $14.00 per hour for Election Judges and $12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of $10.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;

(D) Canvass the Election Results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; and

(2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.

(F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election, as applicable;

(G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

(I) Create the appropriate sample ballot and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 HART Hybrid:

(A) One base charge of $475.00 for Coding Hybrid voting machines, a $25.00 additional charge per additional ballot styles and a minimum of a $10.00 charge for requested changes on Coded Ballot;
(B) A $10.00 recording fee for each Audio File;
(C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at $100.00 per location.
(D) A fee of $610.00 for each Verity Scan/ Ballot Box, a fee of $150.00 for each Verity Duo Go (curbside voting machine), a fee of $465.00 for each Verity Controller, and a fee of $447.00 for each Verity Touch Duo Voting Machine, with a minimum of two per polling site.
(E) Cost of delivery and pick-up of Verity Duo Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
(F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) To include but not limited to the Early Voting and Election Day laptop rentals at $150.00 per location;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements,(if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and if applicable;

6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at $14.00 per hour for Election Judge, $12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.00 per hour per person;

(B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);

6.08 Pay for the cost of the Early Voting Ballot Board judge at $14.00 per hour and Early Voting Ballot Board members at $12.00 per hour;

6.09 One copy of canvass report will be provided to the ENTITY electronically at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $4.99 per phone line;

6.12 Billing:

(A) The form of the invoice to be used in the final billing by the COUNTY, includes good faith estimate of costs which reflects 100% voter turnout based on the total amount of entity's registered voters and is attached hereto as Exhibit A.

(B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

(C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice. Deposits are highly encouraged.

(D) Payment shall be made by check payable to the Hidalgo County Elections Department.

(E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Hilda Ann Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Dr. Rosalba De Hoyos
Interim Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

(F) Any balances, if any remain after the payment of all costs of election bills, shall be paid in full within 30 days.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO CONTRACTED FOR USE OF THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT IF LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this_____ day of _____, 2023

APPROVAL COUNTY OF HIDALGO:

BY:_____

RICHARD F. CORTEZ

COUNTY JUDGE

BY:_____

ARTURO GUAJARDO, JR.

COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____

HILDA SALINAS

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
TORIBIO "TERRY" PALACIOS

BY: _____

JOSEPHINE RAMIREZ SOLIS,
Assistant District Attorney

McAllen ISD__
ENTITY

BY:_____

Debbie Crane Aliseda
Board President

PRINT: Debbie Crane Aliseda
TITLE: Board President

ATTEST:

BY: _____

Sofia M. Peña, Board Secretary

PRINT: Sofia M. Peña_____

TITLE: Board Secretary_____

Approved as to form:
O'Hanlon, Demerath & Castillo

By:
_____
Kevin O'Hanlon

2023 Hidalgo County Elections
Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: McAllen ISD Bond | **DATE: November 7, 2023**

6.01	**Coding Services for HART**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$475.00**	1	$475.00
B	Ballot Audio Files		**$10.00**	3	$30.00
C	Election Media per Polling Location(s)		**$100.00**	10	$1,000.00
D	Verity Controller(s)		**$465.00**	10	$4,650.00
D	Verity Touch Duo Machine(s)		**$447.00**	20	$8,940.00
D	Verity Scan and Ballot Box		**$610.00**	10	$6,100.00
D	Verity Duo Go Carrier (Curbside Voters)		**$150.00**	20	$3,000.00
E	Delivery/ Pick-up Fee (includes Mileage)		**$1,100.00**	1	$1,100.00
				Total iVotronic Coding Charges	**$25,295.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	13	$1,300.00
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)		**$150.00**	10	$1,500.00
C	Printer Labels (65,794 per vote)		**$0.03**	131588	$3,947.64
D	Username/Password - Per Polling Location		**$20.00**	10	$200.00
				Total Electronic Poll Book Charges	**$6,947.64**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	1300	$715.00
	Election Day Combination Forms		**$0.55**	1300	$715.00
	Election Judge Kit for Early Voting		**$50.00**	4	$200.00
	Election Judge Kit for Election Day		**$50.00**	6	$300.00
	Verity Access Thermal Code paper (per vote)		**$0.10**	65794	$6,579.40
	EV/ ED Thermal Ballot paper (per vote)		**$0.40**	65794	$26,317.60
	I VOTED stickers (per vote)		**$0.01**	65794	$657.94
	Polling Location Map(s)		**$17.00**	10	$170.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	500	$100.00
	Covid PPE's per location		**$0.00**	1	$0.00
				Total Supplies Charges	**$35,754.94**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Paper Ballots		**$0.40**	350	$140.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	350	$700.00
	Postage Mail-in-Ballots (per request)		**$0.73**	350	$255.50
	Correspondence Postage		**$0.58**	6	$3.48
				Total Mail & Ballot Service Charges	**$1,098.98**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.07	***Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees			**$51,364.00**	$51,364.00
	Payroll for Election Day Employees			**$7,032.00**	$7,032.00
				Total Payroll Charges	**$58,396.00**
	Payroll for Staff Overtime		**Price**		**Total**
	Payroll for Early Voting and Eleciton Day Staff Employees			**$5,500.00**	$5,500.00
				Total Payroll Charges	**$5,500.00**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$850.00**	1	$850.00
				Total Ballot Board Charges	**$850.00**
6.10	**Insurance**	**Hourly rate**	**Hours wk**	**%**	**Total**
	Liability insurance for Early Voting Supervisors (4)	**$ 14.00**	686	0.0021	$20.17
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Alternate/Clerks (20)	**$ 12.00**	3430	0.0021	$86.44
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Presiding Judges (6)	**$ 14.00**	93	0.0021	$2.73
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Alternate/Clerks (30)	**$ 12.00**	465	0.0021	$11.72
	(hourly rate X hrs worked X .0021)				
				Total Insurance Charges	**$121.06**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		**$45.00**	10	$450.00
				Total Cell Phone Charges	**$450.00**
6.12				**Subtotal**	**$136,213.62**
				Administrative Fees (10%)	**$13,621.36**
				ESTIMATED GRAND TOTAL	**$149,834.98**

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action of the Texas Association of School Board (TASB) Localized Policy Manual Update 121 (Second Reading)

REFERENCE: Goal 1: Student Achievement/Student Focus, Strategy 4: Rigorous/World Class Standards to Customize for Every Learner

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
In order to maintain an up-to-date policy manual and inform local decision makers, TASB Localized Manual Update 121 consists of legal and local referenced policies.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The LEGAL policy contained in TASB Localized Manual Update 121 reflect the ever-changing legal context for governance and management of the District. TASB provides LEGAL policies to inform local decision making. Central Administration has reviewed the Legal policies to ensure our practices and systems remain in compliance.

LOCAL policies contained in TASB Localized Manual Update 121 reflect changes necessary for consistency with LEGAL policies. These LOCAL policies have been reviewed by central administration, as presented in accompanying table. After further consideration, Local Policies CVA & CVB have been removed from this board agenda item and will be presented under a separate cover.

LEGAL REVIEW:
None.

BUDGETARY CONSIDERATIONS:
On-going contract with TASB policy services.

RECOMMENDED BOARD ACTION:
Administration is recommending action on this item.

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Todd M Miller
Sep 20, 2023

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools
Sep 20, 2023

McALLEN INDEPENDENT SCHOOL DISTRICT

TASB Update 121 – 2nd Reading

September 25, 2023

INTRODUCTION

- **<u>TASB Update 121 includes</u>:**
  - LEGAL: 48
  - LOCAL: 10 (incl. CVA & CVB pulled for separate agenda item)
    - CFB Accounting, Inventories
    - CKE Safety Program/Risk Management, Security Personnel
    - CKEA Security Personnel, Commissioned Peace Officers
    - CLB Buildings, Grounds, and Equipment Management, Maintenance
    - CRF Insurance and Annuities Management, Unemployment Insurance
    - DEA Compensation and Benefits, Compensation Plan
    - FD Admissions
    - FFI Student Welfare, Freedom From Bullying

613

Board Policy CFB (LOCAL) TASB: Replace Policy

- **Accounting, Inventories**
  - Explanatory notes: Page 2
  - Summary:
    - Currently reads:
      - The capitalization threshold for purposes of classifying capital assets shall be $5,000.
    - Changed to read:
      - The capitalization threshold for purposes of classifying **individual** capital assets shall be $5,000.
      - **The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.**

614

- **Administration concurs with TASB recommendation.**

Board Policy CKE (LOCAL)
TASB: **Delete** Policy

- **<u>Safety Program / Risk management, Security Personnel</u>:**
  - Explanatory notes: Page 2
  - Summary:
    - To better align the district's legal and local policies, provisions addressing commissioned peace officers have been *<u>relocated</u>* to CKEA (LOCAL).

615

  - **Administration concurs with TASB recommendations.**

Board Policy CKEA (LOCAL) TASB: Add Policy

- **<u>Security Personnel, Commissioned Peace Officers</u>:**
  - Explanatory notes: Page 2
  - Summary:
    - Provisions addressing commissioned peace officers have been relocated to this code from CKE (LOCAL).
    - Based on information recently received from the district, the enclosed policy includes a new provision to reflect that the district has a body-worn camera program.

616

  - **Administration concurs with TASB recommendations.**

Board Policy CLB (LOCAL)
TASB: Replace Policy

- **<u>Buildings, Grounds, and Equipment Management, Maintenance</u>:**
  - Explanatory notes: Page 2
  - Summary:
    - Administrative Code rules regarding Integrated Pest Management (IPM) were amended to include district-owned *<u>residential property</u>* among the district facilities subject to the IPM requirements.
    - Although the changes to the rules add "*<u>residential property</u>*" to the buildings and grounds subject to IPM requirements, it is our understanding from the Texas Department of Agriculture that this inclusion is intended to apply only to district-owned *<u>residential property</u>* that is primarily used as student housing.

  - **Administration <u>non-concurs</u> with TASB recommendation due to no residential property.**

Board Policy CRF (LOCAL)
TASB: Replace Policy

- **<u>Insurance and Annuities Management, Unemployment Insurance</u>:**
  - Explanatory notes: Page 3
  - Summary:
    - There are no significant revisions to the text on reasonable assurance; however, the policy template has been updated to accommodate the new adoption date function in Policy Online.
    - This policy is being issued at no charge to the district.

618

  - **Administration concurs with TASB recommendation.**

Board Policy DEA (LOCAL) TASB: Replace policy

- **Compensation and Benefits, Compensation Plan**
  - Explanatory notes: Page 4
  - Summary:
    - To eliminate the possibility of confusion about the frequency of pay, we recommend replacing bi-monthly with the more specific and widely used semi-monthly.
    - Other revisions are recommended for policy style and to clarify the circumstances under which certain employees will receive premium pay during an emergency closing for a disaster.
    - Currently reads: Premium pay during disasters
      - All employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week.
    - Changed to read:
      - All employees who are required to work **to mitigate the reason for** an emergency closing shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. **All other employees who are required to work during an emergency closing shall be paid their regular rate of pay.**

619

  - **Administration concurs with TASB recommendations.**

Board Policy FD (LOCAL)

TASB: Replace Policy

- **Admissions:**
  - Explanatory notes: Page 5
  - Summary:
    - Currently reads: *Proof of residency (page 1 of 3)*
      - At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
    - Changed to read:
      - **In accordance with administrative regulations,** the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

620

  - **Administration concurs with TASB recommendation.**

Board Policy FD (LOCAL)
Cont.

- **Admissions:**
  - Explanatory notes: Page 5
  - Summary:
    - Currently reads: *Transition Assistance (page 2 of 3)*
      - In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the district shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.
    - Changed to read:
      - In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the district shall assess the student's available records and other relevant information to **ensure** credit**, including proportionate credit, is awarded appropriately** for **all** subjects and courses taken prior to enrollment.

621

  - **Administration concurs with TASB recommendation.**

Board Policy FFI (LOCAL) TASB: Replace Policy

- **Student Welfare, Freedom From Bullying**
  - Explanatory notes: Page 6
  - Summary:
    - The Minimum Standards for Bullying Prevention, completed by TEA on January 31, 2023, include a requirement for policy provisions on reporting bullying incidents.
    - **Added: Minimum Standards** (page 1 of 3)
      - **In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.**
    - **Added: Periodic Monitoring** (page 2 of 3)
      - **The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.**

622

  - **Administration concurs with TASB recommendations.**

Any questions?

Policy Service

Annotated

Policy Reference Manual
Update 121

Update 121 revisions to legal policies are described in the update Explanatory Notes.

The *Policy Reference Manual* is a comprehensive collection of federal and state statutes and regulations, case law, attorney general opinions, and commissioner's decisions affecting Texas school districts. As such, it is an excellent reference document that recites a broad array of legal requirements, many of which apply to all districts, others to only a certain few. For this reason, these legal policies are not suitable for incorporation in localized policy manuals.

PLEASE NOTE: This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

If you have any questions concerning this update or the *TASB Policy Reference Manual*, please call 800-580-7529 or 512-467-0222.

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Instruction Sheet

TASB Policy Reference Manual Update 121

Policy Reference Manual

Code	Type	Action To Be Taken	Note
AC	(LEGAL)	Replace policy	Revised policy
AF	(LEGAL)	Replace policy	Revised policy
AIE	(LEGAL)	Replace policy	Revised policy
BBBA	(LEGAL)	Replace policy	Revised policy
BQ	(LEGAL)	Replace policy	Revised policy
C	(LEGAL)	Replace table of contents	Revised table of contents
CBB	(LEGAL)	Replace policy	Revised policy
CCA	(LEGAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CCGB	(LEGAL)	Replace policy	Revised policy
CH	(LEGAL)	Replace policy	Revised policy
CL	(LEGAL)	Replace policy	Revised policy
CLA	(LEGAL)	Replace policy	Revised policy
CLB	(LEGAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CNC	(LEGAL)	Replace policy	Revised policy
CO	(LEGAL)	Replace policy	Revised policy
CQ	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CSA	(LEGAL)	No policy enclosed	See explanatory note
DBAA	(LEGAL)	Replace policy	Revised policy
DEAB	(LEGAL)	Replace policy	Revised policy
E	(LEGAL)	Replace table of contents	Revised table of contents
EF	(LEGAL)	Replace policy	Revised policy
EHAD	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBAF	(LEGAL)	Replace policy	Revised policy
EHBC	(LEGAL)	Replace policy	Revised policy
EHBCA	(LEGAL)	ADD policy	See explanatory note
EHBH	(LEGAL)	Replace policy	Revised policy
EHBI	(LEGAL)	Replace policy	Revised policy
EHBJ	(LEGAL)	Replace policy	Revised policy
EI	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy

Instruction Sheet

TASB Policy Reference Manual Update 121

Policy Reference Manual

Code	Type	Action To Be Taken	Note
FD	(LEGAL)	Replace policy	Revised policy
FDA	(LEGAL)	Replace policy	Revised policy
FDC	(LEGAL)	Replace policy	Revised policy
FEA	(LEGAL)	Replace policy	Revised policy
FEB	(LEGAL)	Replace policy	Revised policy
FFAF	(LEGAL)	Replace policy	Revised policy
FFC	(LEGAL)	Replace policy	Revised policy
FFI	(LEGAL)	Replace policy	Revised policy
FL	(LEGAL)	Replace policy	Revised policy
G	(LEGAL)	Replace table of contents	Revised table of contents
GB	(LEGAL)	Replace policy	Revised policy
GBA	(LEGAL)	Replace policy	Revised policy
GBAA	(LEGAL)	Replace policy	Revised policy
GRA	(LEGAL)	Replace policy	Revised policy

Explanatory Notes

TASB Policy Reference Manual Update 121

Policy Reference Manual

AC(LEGAL) GEOGRAPHIC BOUNDARIES

This legal policy has been revised to include additional Education Code provisions related to ways in which a district's geographic boundaries may change, such as by detachment, annexation, consolidation, and abolition.

AF(LEGAL) INNOVATION DISTRICTS

Amended Administrative Code rules, effective October 25, 2022, revised the list of Education Code sections and administrative rules from which a district of innovation may not be exempted. Changes include a requirement to provide TEA a link to the local innovation plan posted on the district's website. Previously, the rule required the district to provide TEA with a copy of the local innovation plan.

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

Changes reflect revised Administrative Code provisions regarding compliance investigations by TEA, effective October 26, 2022. Other changes are to better reflect legal sources.

BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS

Provisions regarding confidentiality of the email address and personal phone number of an election judge or clerk have been moved from GBA(LEGAL) to this code addressing elections.

BQ(LEGAL) PLANNING AND DECISION-MAKING PROCESS

An existing requirement to include the district's bullying prevention policy and procedures in the district improvement plan has been added to this policy.

C(LEGAL) BUSINESS AND SUPPORT SERVICES

The C section table of contents has been revised to add the new code CKED, Security Personnel: Other Security Arrangements. We have also added for future expansion new codes addressing facility standards at CSA (Safety and Security) and CSB (Gas and Pipelines).

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

Revisions are to better reflect legal sources.

CCA(LEGAL) LOCAL REVENUE SOURCES: BOND ISSUES

Citations have been updated to reflect the repeal and replacement of an Administrative Code provision regarding the bond guarantee program, effective March 1, 2023. References to Administrative Code provisions regarding the instructional facilities allotment and existing debt allotment have been clarified.

CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

This policy has been revised to reflect the increased homestead exemption of $40,000 approved by voters on May 7, 2022.

CCGB(LEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

We have added a note regarding the expiration of the Texas Economic Development Act on December 31, 2022, and the continued application of the law to limitations on appraised value in existence at that time.

Policy Reference Manual

CH(LEGAL) PURCHASING AND ACQUISITION

We have replaced the citation to a repealed Administrative Code rule regarding purchases of automated information systems with a citation to a new rule effective December 19, 2022.

CL(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

We have replaced the citation to repealed Administrative Code provisions regarding public pool sanitation and safety with a citation to new provisions effective January 1, 2023.

CLA(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

New Administrative Code rules, effective February 2, 2023, have been added to address required warning signs regarding human trafficking.

CLB(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE

Changes reflect revisions to Administrative Code rules regarding integrated pest management, effective January 16, 2023.

CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

An Administrative Code provision, effective June 7, 2022, has been added regarding purchasing technological equipment with the instructional materials and technology allotment.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

Provisions have been added regarding the use of school bus warning signals.

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

New Administrative Code provisions were adopted regarding appeals related to federal food and nutrition programs administered by the Texas Department of Agriculture. A reference to these provisions, effective November 27, 2022, has been added.

CQ(LEGAL) TECHNOLOGY RESOURCES

A reference to Administrative Code provisions regarding management of electronic transactions and signed records has been clarified.

CQA(LEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The link to the Texas Department of State Health Services Guidelines for the Care of Students with Food Allergies has been updated.

CSA(LEGAL) FACILITY STANDARDS: SAFETY AND SECURITY

The Commissioner of Education proposed new School Safety Requirements in the Commissioner's Rules Concerning School Facilities in November 2022. The public comment period closed December 12, 2022, but the rules are not yet finalized. The proposed rules require local policy provisions. Policy Service will include legal provisions in this new policy code and provide local policy provisions to districts for consideration following publication of the final rules.

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DBAA(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS

Changes have been made to better reflect legal sources and to delete obsolete provisions.

DEAB(LEGAL) COMPENSATION PLAN: WAGE AND HOUR LAWS

Changes have been made to better reflect legal sources.

E(LEGAL) INSTRUCTION

The E section table of contents has been updated to add the new code EHBCA, which includes provisions addressing accelerated instruction previously located at EHBC. The subtitle for policy EHBC has been changed to Compensatory Services and Intensive Programs.

EF(LEGAL) INSTRUCTIONAL RESOURCES

Legal definitions of "harmful materials" and "obscene" have been added for ease of access.

EHAD(LEGAL) BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION

A reference to Administrative Code provisions has been added regarding driver education safety program requirements.

EHBAB(LEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

Changes reflect revised Administrative Code provisions regarding students who are homeless or in substitute care, effective January 1, 2023.

EHBAF(LEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

Revisions reflect amended Administrative Code provisions, effective January 22, 2023, pertaining to filing certain documents electronically.

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

Update 121 includes a reorganization of the information regarding compensatory, intensive, and accelerated instructional services. Provisions addressing accelerated instruction have been moved to the new code EHBCA. The remaining provisions at this code, now subtitled Compensatory Services and Intensive Programs, have been reordered and adjusted for clarity.

EHBCA(LEGAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

This new policy addressing accelerated instruction comprises provisions moved from EHBC(LEGAL). For clarity, we have reordered and adjusted the material.

EHBH(LEGAL) SPECIAL PROGRAMS: OTHER SPECIAL POPULATIONS

An amended Administrative Code provision, effective January 18, 2023, has been added pertaining to regional day school programs for the deaf.

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EHBI(LEGAL) SPECIAL PROGRAMS: ADULT AND COMMUNITY EDUCATION

Changes reflect revisions to Administrative Code provisions, effective November 24, 2022, regarding essential program components of adult education programs.

EHBJ(LEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes include a new Administrative Code provision, effective February 26, 2023, regarding requests for approval of an innovative course by the State Board of Education.

EI(LEGAL) ACADEMIC ACHIEVEMENT

This legal policy has been revised to replace a repealed Administrative Code rule with a new rule, effective January 1, 2023, related to awarding credit to students who are homeless or in substitute care for coursework completed prior to the student enrolling in or transferring to the district. Other changes are to better reflect legal sources.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Duplicative text regarding students who fail to perform satisfactorily on a state assessment instrument has been deleted and replaced with a note pointing to EHBC and EHBCA.

FD(LEGAL) ADMISSIONS

The policy has been updated to delete an Administrative Code rule repealed by the State Board of Education, effective March 9, 2023.

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

This policy has been reorganized for clarity. Other changes are to better match statutory wording. Notes have been added to more clearly indicate the application of certain provisions.

FDC(LEGAL) ADMISSIONS: HOMELESS STUDENTS

A note has been added to clarify that information regarding support services for students experiencing homelessness, including provisions regarding district liaisons and transition services, is located at FFC.

FEA(LEGAL) ATTENDANCE: COMPULSORY ATTENDANCE

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. A note has been added referring to the *Student Attendance Accounting Handbook* for additional guidance.

FEB(LEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. We have also added a note referring to the *Student Attendance Accounting Handbook* for additional guidance, as well as existing statutory provisions for completeness and clarification.

FFAF(LEGAL) WELLNESS AND HEALTH SERVICES: CARE PLANS

Links to the Texas Department of State Health Services' guidance for the care of students with diabetes and of students with food allergies have been updated.

Explanatory Notes

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FFC(LEGAL) STUDENT WELFARE: STUDENT SUPPORT SERVICES

Revisions throughout this policy reflect amended Administrative Code provisions, effective January 1, 2023, regarding transition assistance for students experiencing homelessness or in substitute care.

FFI(LEGAL) STUDENT WELFARE: FREEDOM FROM BULLYING

A note has been added with a link to the Minimum Standards for Bullying Prevention finalized by TEA on January 31, 2023.

FL(LEGAL) STUDENT RECORDS

Provisions at Access, Disclosure, and Amendment, beginning on page 4, have been revised and reorganized for clarity and to better reflect legal sources. The definition of eligible student has been added. Additional reporting requirements under the National School Lunch Act or the Child Nutrition Act have also been added. A note has been added at the beginning of the policy to clarify that information regarding juvenile law enforcement records is located in GBA.

G(LEGAL) COMMUNITY AND GOVERNMENTAL RELATIONS

The G section table of contents has been revised to reflect the correct subtitle for GBA, Access to Public Information.

GB(LEGAL) PUBLIC INFORMATION PROGRAM

Update 121 includes a reorganization of the public information policies in the GB series. As part of the reorganization, we have deleted provisions that are duplicated at other policy codes and adjusted provisions for clarity and to better match statutory wording.

GBA(LEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

As part of the reorganization of the public information policies, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary, to improve usability.
- Moved provisions regarding confidentiality based on statutes outside the Public Information Act (Government Code Chapter 552) to the policy code addressing the specific topic.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

GBAA(LEGAL) ACCESS TO PUBLIC INFORMATION: REQUESTS FOR INFORMATION

As part of the reorganization of the GB series, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

GRA(LEGAL) RELATIONS WITH GOVERNMENTAL ENTITIES: STATE AND LOCAL GOVERNMENTAL AUTHORITIES

This policy has been revised to include an Education Code provision prohibiting citation of a student alleged to have committed a school offense. Family Code definitions have also been added to support existing content regarding students taken into custody.

Boundary Descriptions and Maps

A district shall file with **the Texas Education Agency (**TEA~~:~~**):**

1. A complete and legally sufficient description of the boundaries of the district.

2. A map of the district that is:

   a. Drawn to the county general highway maps produced by the Texas Department of Transportation or a similar map of sufficient detail to display the names of visible features that the boundaries follow or to which the boundaries are in close proximity; and

   b. An accurate and legible representation of the boundaries in relationship to other features on the map.

3. A list of voting precincts within the district, separately listing those precincts wholly within the district and those precincts only partly within the district.

A district shall amend the information and maps on file with TEA if the boundaries of the district change or if any other change makes the information on file incomplete or inaccurate.

Education Code 13.010

Changes in Boundaries

Any change in the boundaries of a district is not effective unless approved by a majority of the board if the board's approval is required under Education Code Chapter 13. *Education Code 13.008*

~~Chapter 13 of the Education Code requires board approval when:~~

~~1. A district detaches or annexes territory under Education Code Chapter 13, Subchapter B.~~

~~2. Two or more districts consolidate into a single district under Education Code Chapter 13, Subchapter D.~~

~~3. Minor boundary adjustments are made by agreement under Education Code 13.231 (see below).~~

Minor Boundary Adjustments

Two contiguous districts may adjust their common boundary by agreement if, at the time the agreement is executed:

~~4.~~**1.** No child who resides in the territory that is transferred from one jurisdiction to the other is enrolled in a school of the district from which the territory is transferred; and

~~5.~~**2.** The taxable value of the territory that is transferred from one jurisdiction to the other does not exceed one-tenth of one percent of the total taxable value of all property in the district

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from which the territory is transferred. “Taxable value” is defined at Government Code 403.302.

Education Code 13.231

Notice of Boundary Change

To Voter Registrar

A district that changes its boundaries or the boundaries of districts used to elect members to the board shall not later than the 30th day after the date the change is adopted:

1. Notify the voter registrar of the county in which the area subject to the boundary change is located of the adopted boundary change; and
2. Provide the voter registrar with a map of an adopted boundary change in a format that is compatible with the mapping format used by the registrar’s office.

Election Code 42.0615

To County Appraiser

A district shall notify the appraisal office of any boundary changes within 30 days after the date of the change. *Tax Code 6.07*

Detachment and Annexation

In accordance with Education Code 13.051, territory may be detached from a district and annexed to another district that is contiguous to the detached territory. A petition requesting the detachment and annexation must be presented to the board of the district from which the territory is to be detached and to the board of the district to which the territory is to be annexed. Each board to which a petition is required to be presented must conduct a hearing and adopt a resolution for the annexation to be effective. *Education Code 13.051(a)*

Immediately following receipt of the petition as required by this section, each affected board shall give notice of the contemplated change by publishing and posting a notice in the manner required for an election order under Education Code 13.003. The notice must specify the place and date at which a hearing on the matter shall be held. Unless the districts hold a joint hearing, the districts must hold hearings on separate dates. At each hearing, affected persons are entitled to an opportunity to be heard. *Education Code 13.051(g)*

For more information about detachment and annexation, see Education Code Chapter 13, Subchapter B (Detachment and Annexation).

Detachment and Creation

A new district may be created by detaching territory from an existing district or existing contiguous districts and establishing a new district. A district created under Education Code

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Chapter 13, Subchapter C has all the rights and privileges of other independent school districts. *Education Code 13.101*

For more information about the creation of the district by detachment, including the requirement to hold an election, see Education Code Chapter 13, Subchapter C (Creation of District by Detachment).

Consolidation

By the procedure provided by Education Code Chapter 13, Subchapter D, two or more districts may consolidate into a single district. The consolidated district may include area in more than one county. *Education Code 13.151*

For more information about the consolidation of two or more districts, including election requirements, see Education Code Chapter 13, Subchapter D (Consolidation).

Abolition

Abolition of an independent school district is initiated by a petition requesting an election on the question. The petition must be signed by a majority of the board of the district to be abolished and must be presented to the county judge of each county in which part of the independent school district is situated. *Education Code 13.202*

For more information about the abolition of the district, including election requirements, see Education Code Chapter 13, Subchapter E (Abolition).

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Definitions

"District-level committee" means the committee established under Education Code 11.251, or a comparable committee if the district is exempted (or has exempted itself) from this provision.

"Innovation plan committee" means a committee appointed by the board of trustees to develop the innovation plan in accordance with statutory requirements. The district-level committee may also serve in this role.

"Public hearing" means an open meeting held by the board of trustees that allows members of the public to hear facts about the proposed plan and designation and provides the opportunity for the public to give opinions and comments on the proposed actions.

"Public meeting" means an open meeting held by the board of trustees that allows members of the public to hear facts about the proposed plan and designation.

"Unacceptable academic performance rating" means a rating of Improvement Required or Unacceptable Performance or as otherwise indicated in the applicable year's academic accountability manual.

"Unacceptable financial accountability rating" means a Financial Integrity Rating System of Texas (FIRST) rating of Substandard Achievement as indicated in the applicable year's financial accountability system manual.

19 TAC 102.1301

District of Innovation

A district is eligible for designation as a district of innovation if the district's most recent performance rating under Education Code 39.054 reflects at least acceptable performance.

A board may not vote on the final approval of the innovation plan if the district is assigned either a final or preliminary rating below acceptable performance. In the event the preliminary rating is changed, the board may then vote to become an innovation district.

Consideration of designation as a district of innovation may be initiated by a resolution adopted by the board or a petition signed by a majority of the members of the district-level committee [see BQA].

Education Code 12A.001; 19 TAC 102.1303

Public Hearing

After adopting a resolution or receiving a petition for consideration as a district of innovation, a board shall hold a public hearing as soon as possible, but not later than 30 days, to consider whether the district should develop a local innovation plan for the designation of the district as a district of innovation.

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At the conclusion of the public hearing or within 30 days after conclusion of the public hearing, the board may decline to pursue designation of the district as a district of innovation or appoint a committee to develop a local innovation plan.

The board may outline the parameters around which the innovation plan committee may develop the plan.

Education Code 12A.002; 19 TAC 102.1305

Local Innovation Plan

A local innovation plan meeting all legal requirements must be developed for a district before the district may be designated as a district of innovation.

The local innovation plan must provide for a comprehensive educational program for the district, which program may include:

1. Innovative curriculum, instructional methods, and provisions regarding community participation, campus governance, and parental involvement;
2. Modifications to the school day or year [see EB, EC];
3. Provisions regarding the district budget and sustainable program funding;
4. Accountability and assessment measures that exceed the requirements of state and federal law; and
5. Any other innovations prescribed by the board of trustees.

The plan must also identify requirements imposed by the Education Code that inhibit the goals of the plan and from which the district should be exempted on adoption of the plan, subject to Education Code 12A.004. [See Exceptions, below]

The commissioner of education shall maintain a list of provisions from which designated districts of innovation are exempt. The commissioner shall notify the legislature of each provision from which districts enrolling a majority of students in this state are exempt.

Education Code 12A.003, .004(b); 19 TAC 102.1305(d)

Prohibited Exemptions

A local innovation plan may not provide for the exemption of a district designated as a district of innovation from the provisions listed in Education Code 12A.004 and 19 Administrative Code 102.1309.
Education Code 12A.004; 19 TAC 102.1309

An innovation district may not be exempted from the following sections of the Education Code and the rules adopted thereunder:

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1. A state or federal requirement, imposed by statute or rule, applicable to an open-enrollment charter school operating under Education Code Chapter 12, Subchapter D, including, but not limited to, the requirements listed in Education Code 12.104(b), and:

   a. Education Code Chapter 22, Subchapter B;

   b. Education Code Chapter 25, Subchapter A, sections 25.001, .002, .0021, .0031, and .004;

   c. Education Code Chapter 28, sections 28.002, .0021, .0023, .005, .0051, .006, .016, .0211, .0213, .0217, .025, .0254, .02541, .0255, .0258, .0259, and .026;

   d. Education Code Chapter 29, Subchapter G;

   e. Education Code Chapter 30, Subchapter A;

   f. Education Code 30.104;

   g. Education Code Chapter 34;

   h. Education Code Chapter 37, sections 37.**005, .**006(l), .007(e), .011, .012, .013, and .020; ~~and~~

   i. Education Code Chapter 39; **and**

   j. Education Code Chapter 39A.

2. Education Code Chapter 11, Subchapters A, C, D, and E, except that a district may be exempt from Education Code 11.1511(b)(5) and (14) and 11.162;

3. Education Code Chapter **12, Subchapter C;**

4. Education Code Chapter 12A;

~~3.~~**5. Education Code Chapter** 13;

~~4. Education Code Chapter 41;~~

~~5. Education Code Chapter 42;~~

6. Education Code Chapter 44, sections 44.0011, .002, .003, .004, .0041, .005, .0051, .006, .007, .0071, .008, .009, .011, .0312, .032, .051, .052, .053, and .054;

7. Education Code Chapter 45, sections 45.003, .0031, .005, .105, .106, .202, and .203;

8. Education Code Chapter 46;

9. Education Code Chapter 48; and

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10. Education Code Chapter 49.

In addition to the prohibited exemptions specified above, an innovation district may not be exempted from:

1. A requirement of a grant or other state program in which the district voluntarily participates;

2. Duties that the statute applies to the execution of that power if a district chooses to implement an authorized power that is optional under the terms of the statute; ~~and~~

3. **A requirement of a grant or other state program authorized in the Education Code that would otherwise entitle the district to participation in that program; and**

~~3.~~**4.** Requirements imposed by provisions outside the Education Code, including requirements under Government Code Chapter 822.

19 TAC 102.1309; Education Code 12A.004

Adoption of Local Innovation Plan

The board may not vote on adoption of a proposed local innovation plan unless:

1. The final version of the proposed plan has been available on the district's website for at least 30 days;

2. The board has notified the commissioner of the board's intention to vote on adoption of the proposed plan; and

3. The district-level committee [see BQA] has held a public meeting to consider the final version of the proposed plan and has approved the plan by a majority vote of the committee members. The public meeting may occur at any time, including up to or on the same date at which the board intends to vote on final adoption of the proposed plan.

The board may adopt a proposed local innovation plan by an affirmative vote of two-thirds of the membership of the board.

On adoption of a local innovation plan, the district is designated as a district of innovation for the term specified in the plan, but no longer than five calendar years, and shall begin operation in accordance with the plan. In addition, the district is exempt from state requirements identified under Education Code 12A.003(b)(2). [See Local Innovation Plan, above]

The district shall notify the commissioner of approval of the plan along with a list of approved exemptions by completing the agency's form provided at 19 Administrative Code 102.1307(d).

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A district's exemption under the plan includes any subsequent amendment or redesignation of an identified state requirement, unless the subsequent amendment or redesignation specifically applies to an innovation district.

The district shall ensure that a copy of the plan is posted on the district's website in accordance with Education Code 12A.0071, for the term of the designation as an innovation district.

Education Code 12A.005; 19 TAC 102.1307

Notice to TEA

Not later than the 15th day after the date on which the board finalizes a local innovation plan either through adoption, amendment, or renewal, the district shall provide a ~~copy of~~**link to** the ~~current~~ local innovation plan ~~to~~ **as posted on the district's website to the Texas Education Agency (**TEA~~, which~~**). TEA** shall promptly post the current local innovation plan on the agency's website. ***19 TAC 102.1307(g);*** *Education Code 12A.0071(b~~); 19 TAC 102.1307(g~~)*

Term

The term of a district's designation as a district of innovation may not exceed five years and is effective upon district approval and notification of the plan to the ~~Texas Education Agency (TEA).~~**TEA.** A district may only have one innovation plan at any given time. *Education Code 12A.006; 19 TAC 102.1311*

Amendment, Rescission, or Renewal of Local Innovation Plan

A local innovation plan may be amended, rescinded, or renewed if the action is approved by a vote of the district-level committee [see BQA] and a two-thirds majority vote of the board of trustees.

An amendment to an approved plan does not change the date of the term of designation as an innovation district. Exemptions that were already formally approved are not required to be reviewed.

A district must notify TEA within five business days of rescission and provide a date at which time it will be in compliance with all sections of the Education Code, but no later than the start of the following school year.

During renewal, all sections of the plan and exemptions shall be reviewed, and the district must follow all components outlined in 19 Administrative Code 102.1307 relating to Adoption of Local Innovation Plans.

The district shall notify the commissioner of any actions taken along with the associated exemptions and local approval dates.

Education Code 12A.007; 19 TAC 102.1313

Website Posting

A district designated as a district of innovation shall ensure that a copy of the district's current local innovation plan is available to the public by posting and maintaining the plan in a prominent location

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on the district's internet website. *Education Code 12A.0071(a); 19 TAC 102.1307(f)*

The district's innovation plan must be clearly posted on the district's website for the term of the designation as an innovation district. *19 TAC 102.1307(f)*

Criminal History Background Checks

A prohibition, restriction, or requirement imposed by Education Code Chapter 22, Subchapter C (district employee and volunteer criminal history records), applies to the same extent to a district of innovation or other charter entity.

The failure of a district of innovation to provide information required under Education Code 22.0832 (National Criminal History Record Information Review of Certain Open-Enrollment Charter School Employees) may result in termination of the district's designation as a district of innovation.

Education Code 22.0815(b)–(c)

Termination by Commissioner

Discretionary Termination

The commissioner may terminate a district's designation as a district of innovation if the district receives for two consecutive school years:

1. A final unacceptable academic performance rating under Education Code 39.054;
2. A final unacceptable financial accountability rating under Education Code 39.082; or
3. A final unacceptable academic performance rating under Education Code 39.054 for one of the school years and an unacceptable financial accountability rating under Education Code 39.082 for the other school year.

The commissioner may permit the district to amend the local innovation plan to address concerns specified by the commissioner in lieu of terminating the district's designation.

Education Code 12A.008(a)–(b); 19 TAC 102.1315(a)(1)–(a)(2)

The commissioner may terminate a district's designation as a district of innovation if the district fails to comply with the duty to discharge or refuse to hire:

1. Certain employees or applicants for employment under Education Code 12.1059;
2. Certain employees or applicants convicted of certain offenses under Education Code 22.085; or

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3. Certain employees or applicants not eligible for employment in public schools under Education Code 22.092.

19 TAC 102.1315(a)(3); Education Code 12A.008(b-1) [See DBAA, DF]

Mandatory Termination

The commissioner shall terminate a district's designation as a district of innovation if the district receives for three consecutive school years:

1. A final unacceptable academic performance rating under Education Code 39.054;

2. A final unacceptable financial accountability rating under Education Code 39.082; or

3. Any combination of one or more unacceptable ratings Education Code 39.054 and one or more unacceptable ratings under Education Code 39.082.

Education Code 12A.008(c); 19 TAC 102.1315(b)

No Appeal

The commissioner's decision to terminate a district's designation as a district of innovation is final and may not be appealed. *Education Code 12A.008(d); 19 TAC 102.1315(d)*

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Special Investigations

The commissioner may authorize a special investigation:

1. When excessive numbers of absences of students eligible to be tested on state assessment instruments are determined;

2. When excessive numbers of allowable exemptions from the required state assessment are determined;

3. In response to complaints to the Texas Education Agency (TEA) of alleged violations of civil rights or other requirements imposed on the state by federal law or court order;

4. In response to established compliance reviews of the district's financial accounting practices and state and federal reporting requirements;

5. When extraordinary numbers of student placements in disciplinary alternative education programs, other than placements under Education Code 37.006 and 37.007, are determined;

6. In response to an allegation involving a conflict between members of the board or between the board and the district administration if it appears that the conflict involves a violation of a role or duty of the board members or the administration clearly defined by the Education Code. If TEA's findings indicate the board has observed a lawfully adopted policy, TEA may not substitute its judgment for that of the board;

7. When excessive numbers of students in special education programs are assessed through modified assessment instruments;

8. In response to an allegation regarding, or an analysis using a statistical method result indicating, a possible violation of an assessment instrument security procedure;

9. When a significant pattern of decreased academic performance has developed as a result of the promotion in the preceding two school years of students who did not perform satisfactorily on the state assessments;

10. When excessive numbers of students eligible to enroll fail to complete an Algebra II course or any other advanced course as determined by the commissioner;

11. When resource allocation practices indicate a potential for significant improvement in resource allocation;

12. When a disproportionate number of students of a particular demographic group is graduating with a particular endorsement;

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13. When an excessive number of students is graduating with a particular endorsement;

14. When a school district for any reason fails to produce, at the request of TEA, evidence or an investigation report relating to an educator who is under investigation by the State Board for Educator Certification;

15. When ten percent or more of the students graduating in a particular school year from a particular high school campus are awarded a diploma based on the determination of an individual graduation committee under Education Code 28.0258;

16. In response to a complaint with respect to alleged inaccurate data that is reported through PEIMS or through other reports required by state or federal law or rule or court order and that is used by TEA to make a determination relating to public school accountability, including accreditation, under Education Code Chapter 39;

17. In response to repeated complaints **submitted to TEA** concerning imposition of excessive paperwork requirements on classroom teachers; or

18. As the commissioner otherwise determines necessary.

~~The commissioner may authorize special investigations to be conducted in response to repeated complaints submitted to the agency concerning imposition of excessive paperwork requirements on classroom teachers.~~

Education Code 39.003(a), (c)

TEA shall adopt written procedures for conducting special accreditation investigations, including procedures that allow TEA to obtain information from district employees in a manner that prevents a district or campus from screening the information. *Education Code 39.004**(a)***

Note: The procedures for conducting a special investigation, holding a hearing following an investigation, the process for commissioner determinations, and judicial appeal are described in Education Code 39.004–.007.

Commissioner Action

Based on the results of a special investigation, the commissioner may:

1. Take appropriate action under Education Code Chapter 39A, [see AIC];

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2. Lower the district's accreditation status or a district's or campus's performance rating; or

3. Take action under both items 1 and 2 above.

Education Code 39.003(d)

At any time before issuing a report with the TEA's final findings, the commissioner may defer taking the above action until:

1. A person who is a third party, selected by the commissioner, has reviewed programs or other subjects of a special investigation and submitted a report identifying problems and proposing solutions;

2. A district completes a corrective action plan developed by the commissioner; or

3. The completion of actions under both items 1 and 2 above.

Education Code 39.003(e)

Based on the results of an action taken above, the commissioner may decline to take the deferred action. *Education Code 39.003(f)*

Note: The procedures for an informal review or hearing following an investigation are described in 19 Administrative Code Chapter 157, Subchapter EE.

Monitoring Reviews

In accordance with Education Code 7.028(a), TEA may monitor compliance with requirements applicable to a process or program provided by a district, campus, or program, only as necessary to ensure:

1. Compliance with federal law and regulations;

2. Financial accountability, including compliance with grant requirements;

3. Data integrity for purposes of:

   a. The Public Education Information Management System (PEIMS); and

   b. Accountability under Education Code Chapter 39 and 39A; and

4. Qualification for funding under Education Code Chapter 48.

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The board has primary responsibility for ensuring that the district complies with all applicable requirements of state educational programs.

Education Code 7.028

Compliance Monitoring Activities

Districts are subject to general supervision and monitoring activities for compliance with state law and federal regulation and review of program implementation and effectiveness within certain special populations of students.

Activities may include:

1. Random, targeted, or cyclical reviews authorized under Education Code 39.056 (monitoring reviews), conducted remotely or on-site to identify problems implementing state and federal requirements and to provide support for development of reasonable and appropriate strategies to address identified problems; and/or

2. Intensive or special investigative remote or on-site reviews authorized under Education Code 39.057 (redesignated to Education Code 39.003, special investigations).

Activities described in item 1, above, are applicable for compliance with requirements for reading diagnosis in Education Code 28.006 [see EKC] and dyslexia and related disorders in Education Code 38.003 and 19 Administrative Code 74.28 [see EHB].

19 TAC 97.1071(a)–(b)

Notice

TEA shall give written notice to the superintendent and the board of trustees of any impending monitoring review. *Education Code 39.056(d)*

Conducting the Review

A monitoring review may include desk reviews and on-site visits, including random on-site visits. In conducting a monitoring review, TEA may obtain information from administrators, other district employees, parents of students enrolled in the district, and other persons as necessary. *Education Code 39.056(c), (g)*

Converting to a Special Investigation

The commissioner may at any time convert a monitoring review to a special investigation under Education Code 39.003, provided the commissioner promptly notifies the district of the conversion. *Education Code 39.056(h)*

Improvements

TEA shall report in writing to the superintendent and president of the board and shall make recommendations concerning any necessary improvements or sources of aid such as regional education service centers. A district that takes action with regard to the recommendations provided by TEA shall make a reasonable effort to

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seek assistance from a third party in developing an action plan to improve district performance using improvement techniques that are goal-oriented and research-based. *Education Code 39.056(e)–(f)*

Appeals

A decision by the commissioner under Education Code Chapter 39 or 39A is final and may not be appealed unless an applicable provision of Chapter 39 or 39A provides otherwise. *Education Code 39A.906* [See AIC]

Compliance Investigation

A compliance investigation is an investigation by TEA of a state education grant recipient to determine compliance with the statutory or rule requirements of a state education program. A compliance investigation is not a special accreditation investigation subject to ~~the provisions described~~ **Education Code 39.003 and 39.004 (**above~~.~~**).** *19 TAC 102.1401(a)(1)*

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Note: If the district is subject to a court order or other binding legal determination, the district shall conduct its elections in accordance with that court order or determination, applicable law, and this policy. To the extent of any conflict, the court order or other legal determination shall prevail. [See BBB(LOCAL)]

Notice of Polling Place

Any written notice of a polling place location must state the building name, if any, and the street address, including the suite or room number, if any, of the polling place. *Election Code 1.021*

Election Order

The board shall order an election. An election to be held on a uniform election date shall be ordered not later than the 78th day before election day. *Election Code 3.004, .005*

Each election order must state:

1. The date of the election;
2. The offices or measures to be voted on;
3. The early voting clerk's official mailing address or street address at which the clerk may receive delivery by common or contract carrier, if different, phone number, email address, and internet website, if the early voting clerk has an internet website;
4. The location of the main early voting polling place;
5. The dates and hours for early voting; and
6. The dates and hours of any Saturday and Sunday early voting.

Election Code 3.006, 83.010, 85.004, .007

A board shall preserve the election order for the period for preserving the precinct election records. The date and nature of each election shall be entered in the official records of the board. For an election on a measure, the entry must include a description of the measure. *Election Code 3.008*

Failure to Order an Election

Failure to order a general election does not affect the validity of the election. *Election Code 3.007*

Election Notice

Contents

Notice of the election must state:

1. The nature and date of the election;
2. The location of each polling place;

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3. The hours the polls will be open;
4. The internet website of the authority conducting the election;
5. The early voting clerk's official mailing address or street address at which the clerk may receive delivery by common or contract carrier, if different, phone number, email address, and internet website, if the early voting clerk has an internet website;
6. The location of the main early voting polling place; and
7. The dates and hours for early voting, including the dates and hours of any Saturday and Sunday early voting.

Election Code 4.004(a), 83.010, 85.004, .007

Notice of Special Election

The notice of a special election must also state each office to be filled or the proposition stating each measure to be voted on. *Election Code 4.004(b)*

Publication

Notice of the election shall be published at least once, not earlier than the 30th day or later than the tenth day before election day, in a newspaper published within the district's boundaries or in a newspaper of general circulation in the district if none is published within the district's boundaries. The board shall retain a copy of the published notice that contains the name of the newspaper and the date of publication. *Election Code 4.003(a)(1), (c), .005(a)*

Posting

In addition to the notice described above, not later than the 21st day before election day, a county shall post a copy of a notice of election provided to the county [see Notice to County Clerk and Voter Registrar, below], which must include the location of each polling place, on the county's internet website, if the county maintains a website. A district may post a copy of the notice on the bulletin board used for posting notices of the meetings of the board. If a county does not maintain a website, the district shall post a copy of the notice of the election on the bulletin board used for posting notice of meetings of the board. The notice must remain posted continuously through election day. The person posting the notice shall make a record at the time of posting stating the date and place of posting. The person shall sign the record and deliver it to the board after the last posting is made. *Election Code 4.003(b), .005(b)*

A district that maintains a website must post the notice described above on the internet website of the district. *Election Code 85.007(d)*

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Note: For additional website posting requirements regarding the date and location of the next election, see CQA.

Notice to County Clerk and Voter Registrar

The board shall deliver notice of the election, including the location of each polling place, to the county clerk and voter registrar of each county in which the district is located not later than the 60th day before election day. The county clerk shall post notice of the election, including the location of each polling place, on the county's internet website, if the county maintains a website, as provided by Election Code 4.003(b). *Election Code 4.008(a)* [See Posting, above]

Notice to Election Judge

Not later than the 15th day before election day or the seventh day after the date the election is ordered, whichever is later, the board shall deliver to the presiding judge of each election precinct in which the election is to be held in the district a written notice of:

1. The nature and date of the election;
2. The location of the polling place for the precinct served by the judge;
3. The hours that the polls will be open;
4. The judge's duty to hold the election in the precinct specified by the notice; and
5. The maximum number of clerks that the judge may appoint for the election.

Election Code 4.007

Failure to Give Notice of Election

Failure to give notice of a general election does not affect the validity of the election. *Election Code 4.006*

Internet Posting

Not later than the 21st day before election day, a district that holds an election and maintains an internet website shall post on the public internet website for the district:

1. The date of the next election;
2. The location of each polling place;
3. Each candidate for an elected office on the ballot; and
4. Each measure on the ballot.

Election Code 4.009(b)

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Filing Information

Notice to Candidates

A district shall post notice of the dates of the filing period in a public place in a building in which the district has an office not later than the 30th day before the first day on which a candidate may file an application for a place on the ballot. A district shall designate an email address in the notice for the purpose of filing an application for a place on the ballot under Election Code 143.004, below.
Election Code 141.040

Note: For additional website posting requirements regarding the requirements and deadline for filing for candidacy of board member, see CQA.

Application

To be entitled to a place on the ballot, a candidate must make an application for a place on the ballot. An application, other than an application required to be accompanied by fee, may be filed through email transmission of the completed application in a scanned format to the email address designated by the filing authority in the notice required under Election Code 141.040, above.
Election Code 143.004

A candidate application for a place on the ballot must:

1. Be in writing;
2. Be signed and sworn to before a person authorized to administer an oath in this state by the candidate and indicate the date that the candidate swears to the application;
3. Be timely filed with the appropriate authority; and
4. Include all statutorily required information.

Election Code 141.031, .039

Deadline

An application for a place on the ballot may not be filed earlier than the 30th day before the date of the filing deadline.

An application must be filed not later than 5:00 p.m. of the 78th day before the date of the election for an election to be held on a uniform election date.

Education Code 11.055(a); Election Code 144.005(a), (d)

Death of Candidate

If a candidate dies on or before the deadline for filing an application for a place on the ballot:

1. The authority responsible for preparing the ballots may choose to omit the candidate from the ballot; and
2. If the authority omits the candidate's name under item 1, the filing deadline for an application for a place on the ballot for

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the office sought by the candidate is extended until the fifth day after the filing deadline.

Election Code 145.098(b)

Write-in Candidate

A declaration of write-in candidacy must be filed not later than 5:00 p.m. of the 74th day before election day for an election to be held on a uniform election date. *Education Code 11.056(b); Election Code 146.054*

Special Election

An application for a place on a special election ballot may not be filed before the election is ordered.

An application must be filed not later than:

1. 5:00 p.m. of the 62nd day before election day if election day is on or after the 70th day after the election is ordered; or
2. 5:00 p.m. of the 40th day before election day if election day is on or after the 46th day and before the 70th day after the date the election is ordered.

Exception

For a special election to be held on the date of the general election for state and county officers (the first Tuesday after the first Monday in November in even-numbered years under Election Code 41.002), the day of the filing deadline is 6:00 p.m. of the 75th day before election day.

Write-in Candidate

A declaration of write-in candidacy for a special election must be filed not later than the filing deadline.

Election Code 201.054

Delivery or Submission of Documents

When the Election Code provides for the delivery, submission, or filing of an application, notice, report, or other document or paper with an authority having administrative responsibility under that code, a delivery, submission, or filing with an employee of the district at the district's usual place for conducting official business constitutes filing with the district. The district may accept the document or paper at a place other than the district's usual place for conducting official business.

A delivery, submission, or filing of a document or paper under the Election Code may be made by personal delivery, mail, telephonic facsimile machine, email, or any other method of transmission.

Election Code 1.007

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Election of Unopposed Candidate

Certification of Unopposed Status

The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office if, were the election held, only the votes cast for that candidate in the election for that office may be counted. The certification shall be delivered to the board as soon as possible after the filing deadlines for placement on the ballot and list of write-in candidates.

A certification may be made following the filing of a withdrawal request by a candidate after the deadline prescribed by Election Code 145.092 if:

1. The withdrawal request is valid except for the untimely filing;
2. Ballots have not been prepared; and
3. The other conditions for certification are met.

A certification under these circumstances shall be delivered to the board as soon as possible.

Election Code 2.052

Special Election

For purposes of these provisions, a special election of a district is considered to be a separate election with a separate ballot from a general election for board members or another special election of the district held at the same time. *Election Code 2.051(a)*

Single-Member Districts

In the case of an election in which any members of the board are elected from single-member districts, these provisions apply to the election in a particular single-member district if each candidate for an office that is to appear on the ballot in that single-member district is unopposed and no opposed at-large race is to appear on the ballot. These provisions apply to an unopposed at-large race in such an election regardless of whether an opposed race is to appear on the ballot in a particular territorial unit. *Election Code 2.051(b)*

Action on Certification

On receipt of the certification, the board by order or ordinance shall declare each unopposed candidate elected to office. If a declaration is made, the election is not held.

If no election is to be held on election day by the district, a copy of the order or ordinance shall be posted on election day at each polling place used or that would have been used in the election.

The ballots used at a separate election held at the same time as an election that would have been held if the candidates were not declared elected shall include the offices and names of the candidates declared elected listed separately after the measures or contested races in the separate election under the heading

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"Unopposed Candidates Declared Elected." The candidates shall be grouped in the same relative order prescribed for the ballot generally. No votes are cast in connection with the unopposed candidates.

Election Code 2.053

[See BBBB regarding issuance of a certificate of election to an unopposed candidate declared elected and qualification for office.]

Ballot

The ballot shall be prepared in accordance with Election Code Chapter 52.

Drawing

The district shall conduct a drawing to determine the order of the candidates' names in an election at which the names of more than one candidate for the same office are to appear on the ballot. The district shall post in the district's office a notice of the date, hour, and place of the drawing. The notice must remain posted continuously for 72 hours immediately preceding the scheduled time of the drawing. The district shall provide notice of the date, hour, and place of the drawing to each candidate by:

1. Written notice:
   a. Mailed to the address stated on the candidate's application for a place on the ballot, not later than the fourth day before the date of the drawing; or
   b. Provided at the time the candidate files an application with the district;
2. Telephone, if a telephone number is provided on the candidate's application for a place on the ballot; or
3. Email, if an email address is provided on the candidate's application for a place on the ballot.

Each candidate affected by a drawing is entitled to be present or have a representative present at the drawing.

Election Code 52.093–.094 [See BBBB regarding ballot order in a runoff election or election to resolve a tie.]

Ballots for an election by position must clearly show the position for which each person is a candidate. A board shall arrange by lot the names of the candidates for each position. *Education Code 11.058(g)*

Election Services Contract

The county election officer, as defined by Election Code 31.091(1), may contract with the board of a district situated wholly or partly in the county served by the officer to perform election services, as

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provided by Election Code Chapter 31, Subchapter D, in any one or more elections ordered by the board.

If requested to do so by a district, the county elections administrator, as defined under Election Code Chapter 31, Subchapter B, shall enter into a contract to furnish the election services requested in accordance with a cost schedule agreed on by the contracting parties. A county elections administrator is not required to enter into a contract to furnish elections services for an election held on the first Saturday in May in an even-numbered year.

Election Code 31.092, .093, 41.001(d)

Election Judges and Clerks

By written order, a board shall appoint a presiding election judge and an alternate presiding judge for each election precinct in which an election is held. A board shall prescribe the maximum number of clerks that each presiding judge may appoint for each election. The judges and clerks shall be selected and serve in accordance with Election Code Chapter 32. *Election Code 32.001(a), .008, .033*

Confidentiality

An email address or personal phone number of an election judge or clerk collected or maintained by the authority conducting the election is confidential and does not constitute public information for purposes of Government Code Chapter 552 (Public Information Act).

Exception

An email address or phone number of an election judge or clerk shall be made available on request to:

1. **Any entity eligible to submit lists of election judges or clerks for that election; or**
2. **The state executive committee of a political party with a county chair eligible to submit lists of election judges or clerks for that election.**

Election Code 32.076

Polling Places

A board shall designate polling places for election day and early voting. Each polling place shall be accessible to and usable by the elderly and persons with physical disabilities. *Election Code 43.004, .034, Ch. 85 (early voting by personal appearance)*

In an election held on the November uniform election date, a district shall use the regular county election precincts. The district shall designate as the polling places for the election the regular county polling places in the county election precincts that contain territory from the district. *Election Code 42.002(a)(5), .0621, 43.004(b)*

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Electioneering

A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person loiters or electioneers for or against any candidate, measure, or political party.

A district that owns or controls a public building being used as a polling place or early voting polling place may not, at any time during the voting period or early voting period, as applicable, prohibit electioneering on the building's premises outside of the area described above, but may enact reasonable regulations concerning the time, place, and manner of electioneering.

Definitions

"Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Election Code 172.1114.

"Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later.

"Early voting period" means the period prescribed by Election Code 85.001.

Election Code 61.003, 85.036

Early Voting

In each election, early voting shall be conducted by personal appearance at an early voting polling place and by mail, in accordance with Election Code Title 7, Chapters 81–114. *Election Code 81.001*

November Early Voting Polling Places

In an election on the November uniform election date in which the district is not holding a joint election with a county and has not executed a contract with a county elections officer under which the district and the county share early voting polling places, the district:

1. Shall designate as an early voting polling place for the election an eligible county polling place located in the district; and

2. May not designate as an early voting polling place a location other than an eligible county polling place unless each eligible county polling place located in the district is designated as an early voting polling place by the district.

"Eligible county polling place" means an early voting polling place established by a county.

Election Code 85.010(a), (a-1), (b)

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Temporary Branch Days and Hours

County ~~with~~With 100,000 or More

Election Code 85.064 applies only to an election in which the territory served by the early voting clerk is situated in a county with a population of 100,000 or more. In an election in which the territory served by the clerk is situated in more than one county, that section applies if the sum of the populations of the counties is 100,000 or more.

Early voting by personal appearance at each temporary branch polling place shall be conducted on the days that voting is required to be conducted at the main early voting polling place under Election Code 85.005 and remain open for at least:

1. Eight hours each day; or
2. Three hours each day if the city or county clerk does not serve as the early voting clerk for the territory holding the election and the territory has fewer than 1,000 registered voters.

The authority authorized under Election Code 85.006 to order early voting on a Saturday or Sunday may also order, in the manner prescribed by that section, early voting to be conducted on a Saturday or Sunday at any one or more of the temporary branch polling places.

Election Code 85.064

County ~~with~~With Less ~~than~~Than 100,000

Election Code 85.065 applies only to an election in which the territory served by the early voting clerk is situated in a county with a population under 100,000. In an election in which the territory served by the clerk is situated in more than one county, this section applies if the sum of the populations of the counties is under 100,000.

Except as provided below, voting at a temporary branch polling place may be conducted on any days and during any hours of the period for early voting by personal appearance, as determined by the authority establishing the branch. The authority authorized under Election Code 85.006 to order early voting on a Saturday or Sunday may also order, in the manner prescribed by that section, early voting to be conducted on a Saturday or Sunday at any one or more of the temporary branch polling places.

Voting at a temporary branch polling place must be conducted on at least two consecutive business days and for at least eight consecutive hours on each of those days.

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The schedules for conducting voting are not required to be uniform among the temporary branch polling places.

Election Code 85.065

Records

Branch Daily Register

The early voting clerk shall provide, in a downloadable database format, a current copy of the register for posting on the internet website of the district, if the district maintains a website, each day early voting is conducted. At a minimum, the voter registration number for each voter listed in the register must be posted. *Election Code 85.072*

Early Voting Rosters

The early voting clerk shall maintain for each election a roster listing each person who votes an early voting ballot by personal appearance and a roster listing each person to whom an early voting ballot to be voted by mail is sent. Information on the roster for a person who votes an early voting ballot by personal appearance shall be made available for public inspection as provided below not later than 11 a.m. on the day after the date the information is entered on the roster. Information on the roster for a person who votes an early voting ballot by mail shall be made available for public inspection as provided below not later than 11 a.m. on the day following the day the early voting clerk receives any ballot voted by mail.

The information must be made available:

1. For an election in which the county clerk is the early voting clerk:
   a. On the publicly accessible internet website of the county; or
   b. If the county does not maintain a website, on the bulletin board used for posting notice of meetings of the commissioners court; or
2. For an election not described by item 1:
   a. On the publicly accessible internet website of the district; or
   b. If the district does not maintain a website, on the bulletin board used for posting notice of board meetings.

Election Code 87.121(a), (g)–(i)

Conducting Elections

Elections shall be conducted in accordance with Election Code Title 6, Chapters 61–68.

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Bilingual Materials

Spanish

Bilingual election materials shall be used in each election precinct situated wholly or partly in a county in which five percent or more of the inhabitants are persons of Spanish origin or descent according to the most recent federal decennial census that may be officially recognized or acted upon by the state or political subdivisions. *Election Code 272.002*

Other Languages

If the director of the census determines that a district must provide election materials in a language other than English or Spanish, the district shall provide election materials in that language in the same manner in which the district would be required to provide materials in Spanish, to the extent applicable. *Election Code 272.011; 52 U.S.C. 10503*

Voting Systems

A voting system shall be adopted and utilized in accordance with Election Code Title 8.

Accessible Voting Stations

Except as provided below, each polling place must provide at least one voting station that complies with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) and its subsequent amendments, Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.) and its subsequent amendments, and the requirements for accessibility under 52 U.S.C. Section 21081(a)(3) [formerly 42 U.S.C. Section 15481(a)(3)] and its subsequent amendments, and that provides a practical and effective means for voters with physical disabilities to cast a secret ballot. *Election Code 61.012*

Electronic Voting System Exceptions

For an election other than an election of a district that is held jointly with another election in which a federal office appears on the ballot, a district is not required to meet the requirements for accessibility under Election Code 61.012(a)(1)(C) if the district is located in a county that meets certain population and other requirements set forth in Election Code 61.013(a). A district that intends to use this provision to provide fewer voting stations that meet the requirements for accessibility than required must provide notice under Election Code 61.013(d). *Election Code 61.013*

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Planning and Decision-Making Process

A board shall adopt a policy to establish a district- and campus-level planning and decision-making process that will involve the professional staff of a district, parents of students enrolled in a district, business representatives, and community members in establishing and reviewing the district's and campuses' educational plans, goals, performance objectives, and major classroom instructional programs. *Education Code 11.251(b)*

The planning and decision-making requirements do not:

1. Prohibit a board from conducting meetings with teachers or groups of teachers other than the district-level committee meetings.
2. Prohibit a board from establishing policies providing avenues for input from others, including students or paraprofessional staff, in district- or campus-level planning and decision making.
3. Limit or affect the power of a board to govern the public schools.
4. Create a new cause of action or require collective bargaining.

Education Code 11.251(g)

Evaluation

At least every two years, a district shall evaluate the effectiveness of the district's decision-making and planning policies, procedures, and staff development activities related to district- and campus-level decision making and planning to ensure that they are effectively structured to positively impact student performance. *Education Code 11.252(d)*

Administrative Procedure

A board shall ensure that an administrative procedure is provided to clearly define the respective roles and responsibilities of the superintendent, central office staff, principals, teachers, district-level committee members, and campus-level committee members in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization.

A board shall ensure that the district-level planning and decision-making committee will be actively involved in establishing the administrative procedure that defines the respective roles and responsibilities pertaining to planning and decision making at the district and campus levels.

Education Code 11.251(d)

Federal Requirements

The district policy must provide that all pertinent federal planning requirements are addressed through the district- and campus-level planning process. *Education Code 11.251(f)*

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Single-Campus District

In a district that has only one campus, the district- and campus-level committees may be one committee and the district and campus plans may be one plan. *Education Code 11.252(c)*

Required Plans

A board shall ensure that a district improvement plan and improvement plans for each campus are developed, reviewed, and revised annually for the purpose of improving the performance of all students. A board shall annually approve district and campus performance objectives and shall ensure that the district and campus plans:

1. Are mutually supportive to accomplish the identified objectives; and
2. At a minimum, support the state goals and objectives under Education Code Chapter 4.

Education Code 11.251(a)

Shared Services Arrangement for DAEP Services

Each district participating in a shared services arrangement for disciplinary alternative education program (DAEP) services shall be responsible for ensuring that the board-approved district improvement plan and the improvement plans for each campus include the performance of the DAEP student group for the respective district. The identified objectives for the improvement plans shall include:

1. Student groups served, including overrepresentation of students from economically disadvantaged families, with ethnic and racial representations, with a disability who receive special education services, or receiving limited English proficiency/English learner services;
2. Attendance rates;
3. Pre- and post-assessment results;
4. Dropout rates;
5. Graduation rates; and
6. Recidivism rates.

19 TAC 103.1201(b) [See FOCA]

District Improvement Plan

A district shall have a district improvement plan that is developed, evaluated, and revised annually, in accordance with district policy, by the superintendent with the assistance of the district-level committee. The purpose of the district improvement plan is to guide district and campus staff in the improvement of student performance for all student groups in order to attain state standards in respect to the achievement indicators. *Education Code 11.252(a)* [See AIA]

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Availability to TEA

A district's plan for the improvement of student performance is not filed with the Texas Education Agency (TEA), but the district must make the plan available to TEA on request. *Education Code 11.252(b)*

Required Provisions

The district improvement plan must include provisions for:

1. A comprehensive needs assessment addressing performance on the achievement indicators, and other appropriate measures of performance, that are disaggregated by all student groups served by a district, including categories of ethnicity, socioeconomic status, sex, and populations served by special programs, including students in special education programs under Education Code Chapter 29, Subchapter A.

2. Measurable district performance objectives for all appropriate achievement indicators for all student populations, including students in special education programs under Education Code Chapter 29, Subchapter A, and other measures of student performance that may be identified through the comprehensive needs assessment.

3. Strategies for improvement of student performance that include:

   a. Instructional methods for addressing the needs of student groups not achieving their full potential.

   b. Evidence-based practices that address the needs of students for special programs, including:

      (1) Suicide prevention programs, in accordance with Education Code Chapter 38, Subchapter G, which include a parental or guardian notification procedure [see FFEB];

      (2) Conflict resolution programs;

      (3) Violence prevention programs; and

      (4) Dyslexia treatment programs.

   c. Dropout reduction.

   d. Integration of technology in instructional and administrative programs.

   e. Positive behavior interventions and support, including interventions and support that integrate best practices on grief-informed and trauma-informed care.

   f. Staff development for professional staff of a district.

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g. Career education to assist students in developing the knowledge, skills, and competencies necessary for a broad range of career opportunities.

h. Accelerated education.

i. Implementation of a comprehensive school counseling program under Education Code 33.005. [See FFEA]

4. Strategies for providing to elementary school, middle school, junior high school, and high school students, those students' teachers and school counselors, and those students' parents information about:

   a. Higher education admissions and financial aid opportunities, including state financial aid opportunities such as the TEXAS grant program and the Teach for Texas grant program.

   b. The need for students to make informed curriculum choices to be prepared for success beyond high school.

   c. Sources of information on higher education admissions and financial aid.

5. Resources needed to implement identified strategies.

6. Staff responsible for ensuring the accomplishment of each strategy.

7. Timelines for ongoing monitoring of the implementation of each improvement strategy.

8. Formative evaluation criteria for determining periodically whether strategies are resulting in intended improvement of student performance.

9. The policy under Education Code 38.0041 addressing sexual abuse and other maltreatment of children. [See FFG]

10. The trauma-informed care policy required under Education Code 38.036. [See FFBA]

Education Code 11.252(a)

Law Enforcement Duties

The law enforcement duties of peace officers, school resource officers, and security personnel must be included in the district improvement plan. *Education Code 37.081(d)(1)* [See CKE]

Discipline Management

A district shall adopt and implement a discipline management program to be included in the district improvement plan. *Education Code 37.083(a)* [See FNC]

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Dating Violence	A district shall adopt and implement a dating violence policy to be included in the district improvement plan. *Education Code 37.0831* [See FFH]
Bullying Prevention	**The policy and any necessary procedures adopted under Education Code 37.083(c) (concerning bullying) must be included in the district improvement plan. *Education Code 37.0832(d)(2)* [See FFI]**
Mental Health, Substance Abuse, and Suicide	The practices and procedures developed under Education Code 38.351(i) or (i-1) (mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention) must be included in the district improvement plan. *Education Code 38.351(k)(2)* [See FFEB]

Campus-Level Plan

Each school year, the principal of each school campus, with the assistance of the campus-level committee, shall develop, review, and revise the campus improvement plan for the purpose of improving student performance for all student populations, including students in special education programs under Education Code Chapter 29, Subchapter A, with respect to the student achievement indicators and any other appropriate performance measures for special needs populations. *Education Code 11.253(c)*

Each campus improvement plan must:

1. Assess the academic achievement for each student in the school using the achievement indicator system.
2. Set the campus performance objectives based on the achievement indicator system, including objectives for special needs populations, including students in special education programs under Education Code Chapter 29, Subchapter A.
3. Identify how the campus goals will be met for each student.
4. Determine the resources needed to implement the plan.
5. Identify staff needed to implement the plan.
6. Set timelines for reaching the goals.
7. Measure progress toward the performance objectives periodically to ensure that the plan is resulting in academic improvement.
8. Include goals and methods for violence prevention and intervention on campus.
9. Provide for a program to encourage parental involvement at the campus.

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10. If the campus is an elementary, middle, or junior high school, set goals and objectives for the coordinated health program at the campus based on:

    a. Student fitness assessment data, including any data from research-based assessments such as the school health index assessment and planning tool created by the federal Centers for Disease Control and Prevention;

    b. Student academic performance data;

    c. Student attendance rates;

    d. The percentage of students who are educationally disadvantaged;

    e. The use and success of any method to ensure that students participate in moderate to vigorous physical activity; and

    f. Any other indicator recommended by the local school health advisory council.

Education Code 11.253(d)

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SECTION C: BUSINESS AND SUPPORT SERVICES

CA	FISCAL MANAGEMENT GOALS AND OBJECTIVES
CAA	Financial Ethics
CB	STATE AND FEDERAL REVENUE SOURCES
CBA	State
CBB	Federal
CC	LOCAL REVENUE SOURCES
CCA	Bond Issues
CCB	Time Warrants
CCC	Certificates of Indebtedness
CCD	Recreational Facilities Bonds
CCE	Athletic Stadium Authority
CCF	Loans and Notes
CCG	Ad Valorem Taxes
CCGA	Exemptions and Payments
CCGB	Economic Development
CCH	Appraisal District
CD	OTHER REVENUES
CDA	Investments
CDB	Sale, Lease, or Exchange of School-Owned Property
CDBA	Revenue Bonds from Proceeds
CDC	Gifts and Solicitations
CDD	Rentals and Service Charges
CDE	Shop Sales
CDF	Royalties
CDG	Gate Receipts, Concessions
CDH	Public and Private Facilities
CE	ANNUAL OPERATING BUDGET
CEA	Financial Exigency
CF	ACCOUNTING
CFA	Financial Reports and Statements
CFB	Inventories
CFC	Audits
CFD	Activity Funds Management
CFE	Payroll Procedures
CFEA	Salary Deductions and Reductions
CFF	Checking Accounts
CFG	Cash in School Buildings
CG	BONDED EMPLOYEES AND OFFICERS

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SECTION C: BUSINESS AND SUPPORT SERVICES

CH PURCHASING AND ACQUISITION
CHB Petty Cash Account
CHD Purchasing Procedures
CHE Vendor Disclosures and Contracts
CHF Payment Procedures
CHG Real Property and Improvements
CHH Financing Personal Property Purchases

CI SCHOOL PROPERTIES DISPOSAL

CJ CONTRACTED SERVICES
CJA Criminal History

CK SAFETY PROGRAM/RISK MANAGEMENT
CKA Inspections
CKB Accident Prevention and Reports
CKC Emergency Plans
CKD Emergency Medical Equipment and Procedures
CKE Security Personnel
CKEA Commissioned Peace Officers
CKEB School Marshals
CKEC School Resource Officers
CKED Other Security Arrangements

CL BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
CLA Security
CLB Maintenance
CLC Traffic and Parking Controls
CLD Records and Reports
CLE Flag Displays

CM EQUIPMENT AND SUPPLIES MANAGEMENT
CMA Receiving and Warehousing
CMB Authorized Uses of Equipment and Supplies
CMD Instructional Materials Care and Accounting

CN TRANSPORTATION MANAGEMENT
CNA Student Transportation
CNB District Vehicles
CNBA Bus Maintenance
CNC Transportation Safety

CO FOOD AND NUTRITION MANAGEMENT
COA Procurement
COB Free and Reduced-Price Meals
COC Vending Machines

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SECTION C: BUSINESS AND SUPPORT SERVICES

CP	OFFICE MANAGEMENT
CPA	Office Communications
CPAA	Printing and Duplicating
CPAB	Mail and Delivery
CPAC	Telephone
CPC	Records Management
CQ	TECHNOLOGY RESOURCES
CQA	District, Campus, and Classroom Websites
CQB	Cybersecurity
CQC	Equipment
CR	INSURANCE AND ANNUITIES MANAGEMENT
CRA	Property Insurance
CRB	Liability Insurance
CRD	Health and Life Insurance
CRE	Workers' Compensation
CRF	Unemployment Insurance
CRG	Deferred Compensation and Annuities
CS	FACILITY STANDARDS
CSA	**Safety and Security**
CSB	**Gas and Pipelines**
CT	FACILITIES PLANNING
CV	FACILITIES CONSTRUCTION
CVA	Competitive Bidding
CVB	Competitive Sealed Proposals
CVC	Construction Manager-Agent
CVD	Construction Manager-at-Risk
CVE	Design-Build
CVF	Job Order Contracts
CW	NAMING FACILITIES
CX	CONTRACTS FOR FACILITIES
CY	INTELLECTUAL PROPERTY

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The Texas Education Agency (TEA) may enter into an agreement with a federal agency concerning a project related to education, including provision of school lunches and construction of school buildings. TEA, or another state agency designated by the governor, shall coordinate the actions of a district participating in a federal financial assistance program. *Education Code 7.021(b), (c); Gov't Code 742.003*

Retirement and Insurance Contributions

Under the Texas Public School Retired Employees Group Benefits Act, Insurance Code Chapter 1575, a district that applies for money provided by the United States or a privately sponsored source shall, if any of the money will pay part or all of an active employee's salary, also apply for any legally available money to pay state contributions required by Insurance Code Chapter 1575, Subchapter E. *Insurance Code 1575.252*

Such district must comply with the requirements of Insurance Code Chapter 1575, Subchapter F. *Insurance Code 1575.252(2)–.257*

Under the Teacher Retirement System, Government Code, Title 8, Subtitle C, if a district applies for money provided by the United States, an agency of the United States, or a privately sponsored source, and if any of the money will pay part or all of an employee's salary, the district shall apply for any legally available money to pay state contributions required by Government Code 825.404 or 830.201. *Gov't Code 825.406(a)*

Such district must comply with the requirements of Government Code 825.406.

Block Grant Funds

If a district receives more than $5,000 in block grant funds to be used as the district determines is appropriate, it shall provide evidence to TEA that a public meeting or hearing was held in a timely manner solely to seek public comment on the needs or uses of block grant funds received by the district. The board may hold this meeting or hearing in conjunction with another board meeting or hearing if the meeting or hearing to consider block grant funds is clearly noted in an announcement of the other meeting or hearing. *Gov't Code 2105.058*

Education Department General Administrative Regulations (EDGAR)

Note: For information regarding procurement under state law, see the CH policy series regarding Purchasing and Acquisition and the CV series regarding Facilities Construction.

For additional legal requirements applicable to school nutrition procurement, see COA.

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EDGAR means the Education Department General Administrative Regulations (34 C.F.R. 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99). *34 C.F.R. 77.1(c)*

Uniform Guidance (2 C.F.R. 200)

The Department of Education (ED) adopts the Office of Management and Budget (OMB) Guidance in 2 C.F.R. Part 200 Uniform Guidance, except for 2 C.F.R. 200.102(a) and 2 C.F.R. 200.207(a). Thus, 2 C.F.R. Chapter XXXIV, Part 3474 gives regulatory effect to the OMB guidance and supplements the guidance as needed for the ED. *2 C.F.R. 3474.1*

The Uniform Guidance establishes uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, including school districts, as described in 2 C.F.R. 200.101 (Applicability). *2 C.F.R.200.~~1 (Definitions),~~ ~~.~~100(a)(1)*

Note: **For more information on EDGAR, the Uniform Guidance, and the federal regulations that apply to federal education grant awards, visit TEA's** EDGAR Materials and Resources[1] **and the ED's** EDGAR website[2] **and** Uniform Guidance website

~~***Note:*** The Uniform Guidance applies to all new grant awards and non-competing continuations (NCCs) made on or after December 26, 2014 (see 2 C.F.R. 200.110).~~

~~For more information on EDGAR, the Uniform Guidance, and the federal regulations that apply to federal education grant awards, visit TEA's EDGAR Materials and Resources[3] and the ED's EDGAR website[4] and Uniform Guidance website.[5]~~

.[6]

General Compliance

A district is responsible for complying with all requirements of the federal award. *2 C.F.R. 200.300(b)*

Throughout 2 C.F.R. Part 200 when the word "must" is used it indicates a requirement. Whereas, use of the word "should" or "may" indicates a best practice or recommended approach rather than a requirement and permits discretion. *2 C.F.R. 200.101(b)(1)*

Disclosures

Conflicts

A district must disclose in writing any potential conflict of interest to the federal awarding agency (e.g., ED) or pass-through entity (e.g., TEA) in accordance with applicable federal awarding agency policy. *2 C.F.R. 200.112*

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Crimes

A district must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. 200.339 (Remedies for Noncompliance~~), including suspension or debarment.~~). *2 C.F.R. 200.113*

Procurement Standards

District Procedures

The district must have and use documented procurement procedures, consistent with state, local, and tribal laws and regulations and the standards of 2 C.F.R. 200.318, for the acquisition of property or services required under a federal award or subaward. The district's documented procurement procedures [see Competition, below] must conform to the procurement standards identified in 2 C.F.R. 200.317 through 200.327.

Oversight

The district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Conflicts of Interest

The district must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, districts may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the district. [See BBFA, CAA(LOCAL), CB(LOCAL), DBD]

Records

The district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. [See Pre-procurement Review and Contract Cost and Price, below]

2 C.F.R. 200.318(a), (b), (c)(1), (i)

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[See 2 C.F.R. 200.334 for record retention requirements.]

Financial Management

The district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award. [See also 2 C.F.R. 200.450 (Lobbying)]

The district's financial management system must comply with 2 C.F.R. 200.302(b). [See also 2 C.F.R. 200.334 (Retention requirements for records), .335 (Requests for transfer of records), .336 (Methods for collection, transmission and storage of information), and .337 (Access to records)]

2 C.F.R. 200.302

Internal Controls

The district must:

1. Establish and maintain effective internal control over the federal award that provides reasonable assurance that the district is managing the award in compliance with federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
2. Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the award.
3. Evaluate and monitor the district's compliance with statutes, regulations and the terms and conditions of federal awards.
4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
5. Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the district considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

2 C.F.R. 200.303

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"Internal controls" for districts means processes designed and implemented by districts to provide reasonable assurance regarding the achievement of objectives in the following categories:

1. Effectiveness and efficiency of operations;
2. Reliability of reporting for internal and external use; and
3. Compliance with applicable laws and regulations.

2 C.F.R. 200.1

Competition

All procurement transactions for the acquisition of property or services required under a federal award must be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. 200.319 and 200.320 (Methods of procurement to be followed).

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

The district must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this provision preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The district must have written procedures for procurement transactions. These procedures must ensure that all solicitations meet the requirements of 2 C.F.R. 200.319(d). [See Procurement Standards, above]

The district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the district must not preclude potential bidders from qualifying during the solicitation period.

Noncompetitive procurements can only be awarded in accordance with 2 C.F.R. 200.320(c).

2 C.F.R. 200.319

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Procurement Methods

The district must have and use documented procurement procedures, consistent with the standards of 2 C.F.R. 200.320 and 200.317 (Procurements by states), 200.318 (General procurement standards), and 200.319 (Competition) for any of the following methods of procurement used for the acquisition of property or services required under a federal award or sub-award. *2 C.F. R. 200.320*

Informal Procurement Methods

When the value of the procurement for property or services under a federal award does not exceed the simplified acquisition threshold, as defined in 2 C.F.R. 200.1, or a lower threshold established by a district, formal procurement methods are not required. The district may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the simplified acquisition threshold include:

Micro-Purchases—Definitions

"Micro-purchase" means a purchase of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchases comprise a subset of a district's small purchases as defined in 2 C.F.R. 200.320.

"Micro-purchase threshold" means the dollar amount at or below which a district may purchase property or services using micro-purchase procedures. Generally, the micro-purchase threshold for procurement activities administered under federal awards is not to exceed the amount set by the Federal Acquisition Regulations (FAR) at 48 C.F.R. Part 2, Subpart 2.1 [see below], unless a higher threshold is requested by the district and approved by the cognizant agency for indirect costs.

2 C.F.R. 200.1

Micro-purchase threshold means $10,000, except as provided by 48 C.F.R. 2.101. *48 C.F.R. 2.101*

Micro-Purchase Distribution

The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold. [See the definition of "micro-purchase" above.] To the maximum extent practicable, the district should distribute micro-purchases equitably among qualified suppliers. *2 C.F.R. 200.320(a)(1)(i)*

Micro-Purchase Awards

Micro-purchases may be awarded without soliciting competitive price or rate quotations if the district considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the district. *2 C.F.R. 200.320(a)(1)(ii)*

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Micro-Purchase Thresholds

The district is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the district must be authorized or not prohibited under state, local, or tribal laws or regulations. Districts may establish a threshold higher than the federal threshold established in the FAR in accordance with 2 C.F.R. 200.320(a)(1)(iv) and (v). *2 C.F.R. 200.320(a)(1)(iii)*

Districts may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of 2 C.F.R. 200.320. The district may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the federal awarding agency and auditors in accordance with 2 C.F.R. 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

1. A qualification as a low-risk auditee, in accordance with the criteria in 2 C.F.R. 200.520 for the most recent audit.
2. An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
3. For public institutions, a higher threshold consistent with state law.

2 C.F.R. 200.320(a)(1)(iv)

Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The district must submit a request with the requirements included in 2 C.F.R. 200.320(a)(1)(iv). The increased threshold is valid until there is a change in status in which the justification was approved. *2 C.F.R. 200.320(a)(1)(v)*

Small Purchases—Procedures

The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the district. *2 C.F.R. 200.320(a)(2)(i)*

Small Purchases—Simplified Acquisition Thresholds

“Simplified acquisition threshold” means the dollar amount below which a district may purchase property or services using small purchase methods. Districts adopt small purchase procedures in order to expedite the purchase of items at or below the simplified acquisition threshold. The simplified acquisition threshold for procurement activities administered under federal awards is set by the FAR at

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48 C.F.R. Part 2, Subpart 2.1 [see below]. The district is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. However, in no circumstances can this threshold exceed the dollar value established in the FAR (48 C.F.R. Part 2, Subpart 2.1) for the simplified acquisition threshold. Recipients should determine if local government laws on purchasing apply. *2 C.F.R. 200.1, .320(a)(2)(ii)*

Simplified acquisition threshold means $250,000, except as provided by 48 C.F.R. 2.101. *48 C.F.R. 2.101*

Formal Procurement Methods

When the value of the procurement for property or services under a federal financial assistance award exceeds the simplified acquisition threshold, or a lower threshold established by a district, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with 2 C.F.R. 200.319 or 200.320(c). The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the district determines to be appropriate:

Sealed Bids

A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions [*sic*].

In order for sealed bidding to be feasible, the following conditions should be present:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

1. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local governments, the invitation for bids must be publicly advertised;

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2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. All bids will be opened at the time and place prescribed in the invitation for bids, and for local governments, the bids must be opened publicly;

4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

5. Any or all bids may be rejected if there is a sound documented reason.

2 C.F.R. 200.320(b)(1)

Proposals A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. The district must have a written method for conducting technical evaluations of the proposals received and making selections;

3. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the district, with price and other factors considered; and

4. The district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

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2 C.F.R. 200.320(b)(2)

Noncompetitive Procurement

There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
4. The federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the district; or
5. After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. 200.320(c)

Cooperative Purchasing

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the federal government, the district is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements. *2 C.F.R. 200.318(e)*

Minority, Small, and Women's Businesses

The district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in items 1 through 5 above.

2 C.F.R. 200.321

Domestic Preference

As appropriate and to the extent consistent with law, the district should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 C.F.R. 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this provision:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 C.F.R. 200.322

Pre-procurement Review

The district must make available upon request, for the federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

1. The district’s procurement procedures or operation fails to comply with the procurement standards in 2 C.F.R. Part 200;

2. The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

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3. The procurement, which is expected to exceed the simplified acquisition threshold, specifies a “brand name” product;

4. The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

2 C.F.R. 200.325(b)

Contract Cost and Price

The district must perform a cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the district must make independent estimates before receiving bids or proposals.

The district must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the district under 2 C.F.R. Part 200, Subpart E. The district may reference its own cost principles that comply with the federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

2 C.F.R. 200.324

Contract Provisions

The district's contracts must contain the applicable provisions described in appendix II to 2 C.F.R. Part 200. *2 C.F.R. 200.327*

Suspension and Debarment

Districts are subject to the non-procurement debarment and suspension regulations at 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. *2 C.F.R. 200.214*

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Remedies for Noncompliance

If a district fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a federal award, the federal awarding agency or pass-through entity may impose additional conditions, as described in 2 C.F.R. 200.208 (Specific Conditions). If the federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the district or more severe enforcement action by the federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a federal awarding agency).
5. Withhold further federal awards for the project or program.
6. Take other remedies that may be legally available.

2 C.F.R. 200.339

Travel Costs

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the district. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the district's non-federally funded activities and in accordance with the district's written travel reimbursement policies.

In the absence of an acceptable, written district policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11 (Travel and Subsistence Expenses; Mileage Allowances), or by the administrator of general services, or by the president (or his or her designee) pursuant to any provisions of such subchapter

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must apply to travel under federal awards [48 C.F.R. 31.205–46(a)].

2 C.F.R. 200.475(a), (d)

Property Standards

Federally Owned Property

Title to federally owned property remains vested in the federal government. The district must submit annually an inventory listing of federally owned property in its custody to the federal awarding agency. Upon completion of the federal award or when the property is no longer needed, the district must report the property to the federal awarding agency for further federal agency utilization.

Exempt property means property acquired under a federal award where the federal awarding agency has chosen to vest title to the property to the district without further responsibility to the federal government, based upon the explicit terms and conditions of the federal award. The federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the federal award, title to exempt property acquired under the federal award remains with the federal government.

2 C.F.R. 200.312(a), (c)

Property Trust Relationship

Real property, equipment, and intangible property that are acquired or improved with a federal award must be held in trust by the district as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The federal awarding agency may require the district to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal award and that use and disposition conditions apply to the property. *2 C.F.R. 200.316*

Real Property

Subject to the requirements and conditions set forth in 2 C.F.R. 200.311, title to real property acquired or improved under a federal award will vest upon acquisition in the district.

Except as otherwise provided by federal statutes or by the federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the district must not dispose of or encumber its title or other interests.

When real property is no longer needed for the originally authorized purpose, the district must obtain disposition instructions from the federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

1. Retain title after compensating the federal awarding agency an amount determined under 2 C.F.R. 200.311(c)(1).

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2. Sell the property and compensate the federal awarding agency an amount determined under 2 C.F.R. 200.311(c)(2).

3. Transfer title to the federal awarding agency or to a third party designated/approved by the federal awarding agency. The district is entitled to be paid an amount calculated by applying the district's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

2 C.F.R. 200.311

Equipment

Title and Use

Subject to the requirements and conditions set forth in 2 C.F.R. 200.313, title to equipment acquired under a federal award will vest upon acquisition in the district. Unless a statute specifically authorizes the federal agency to vest title in the district without further responsibility to the federal government, and the federal agency elects to do so, the title must be a conditional title. Title must vest in the district subject to the following conditions:

1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

2. Not encumber the property without approval of the federal awarding agency or pass-through entity.

3. Use and dispose of the property in accordance with the provisions below.

Equipment must be used by the district in the program or project for which it was acquired in accordance with 2 C.F.R. 200.313(c).

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, as a minimum, meet the requirements of 2 C.F.R. 200.313(d).

Disposition

If the district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

When original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the district must request disposition instructions from the federal awarding agency if required by the terms and conditions of the fed-

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eral award. Disposition of the equipment will be made as prescribed in 2 C.F.R. 200.313(e), in accordance with federal awarding agency disposition instructions.

2 C.F.R. 200.313

Supplies

Title to supplies will vest in the district upon acquisition. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the district must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment under 2 C.F.R. 200.313(e)(2). *2 C.F.R. 200.314(a)*

Intangible Property

Title to intangible property acquired under a federal award vests upon acquisition in the district. The district must use that property for the originally authorized purpose, and must not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. 200.313(e). *2 C.F.R. 200.315(a)*

~~Prohibition on~~ Foreign Telecommunications Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds in violation of 2 C.F.R. 200.216(a).

Direct Grant Programs

The regulations in 34 C.F.R. Part 75 apply to each direct grant program of the ED. *34 C.F.R. 75.1*

State-Administered Programs

The regulations in 34 C.F.R. Part 76 apply to each state-administered program of the ED. *34 C.F.R. 76.1*

General Education Provision Act

The regulations in 34 C.F.R. Part 81 govern the enforcement of legal requirements under applicable programs administered by the ED and implement Part E of the General Education Provisions Act (GEPA). *34 C.F.R. 81.1*

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[1] **TEA EDGAR Materials and Resources: https://tea.texas.gov/Finance_and_Grants/Grants/EDGAR_Materials_and_Resources/**
[2] **ED EDGAR website: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html**
~~[3] TEA EDGAR Materials and Resources: https://tea.texas.gov/Finance_and_Grants/Grants/EDGAR_Materials_and_Resources/~~
~~[4] ED EDGAR website: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html~~

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[5] ~~ED Uniform Guidance website: https://www2.ed.gov/policy/fund/guid/uniform-guidance/index.html~~
[6] **ED Uniform Guidance website: https://www2.ed.gov/policy/fund/guid/uniform-guidance/index.html**

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Bonds and Bond Taxes

The board may issue bonds for:

1. The construction, acquisition, and equipment of school buildings in the district;
2. The acquisition of property or the refinancing of property under a contract entered under the Public Property Finance Act (Local Government Code, Chapter 271, Subchapter A), regardless of whether payment obligations under the contract are due in the current year or a future year;
3. The purchase of the necessary sites for school buildings;
4. The purchase of new school buses;
5. The retrofitting of school buses with emergency, safety, or security equipment; and
6. The purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes.

The board may levy, pledge, assess, and collect annual ad valorem taxes sufficient to pay the principal of and interest on the bonds as or before the principal and interest become due, subject to the provisions at Bond Elections, below.

Education Code 45.001(a)

All bonds shall be issued in accordance with the Public Security Procedures Act. *Gov't Code, Ch. 1201*

Limitation

A district may not issue general obligation bonds to purchase, improve, or construct one or more improvements to real property, to purchase one or more items of personal property, or to do both, if the weighted average maturity of the issue of bonds exceeds 120 percent of the reasonably expected weighted average economic life of the improvements and personal property financed with the issue of bonds. *Gov't Code 1253.002*

Use of Proceeds for Utilities

The proceeds of bonds issued by school districts for the construction and equipment of school buildings in the district and the purchase of the necessary sites for school buildings may be used, among other things, to pay the cost of acquiring, laying, and installing pipes or lines to connect with the water, sewer, or gas lines of a municipality or private utility company, whether or not the water, sewer, or gas lines adjoin the school, so that the school district may provide its public school buildings the water, sewer, or gas services. *Education Code 45.101*

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State Facilities Funding

Instructional Facilities Allotment

"Instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the required curriculum. *Education Code 46.001*

Under the Instructional Facilities Allotment, Education Code Chapter 46, Subchapter A, for each year, except as provided by Education Code 46.005 (limitation on the guaranteed amount) and 46.006 (shortage or excess of appropriated funds), a district is guaranteed a specified amount per student in state and local funds for each cent of tax effort, up to the statutory maximum in Education Code 46.003(b), to pay the principal of and interest on eligible bonds issued to construct, acquire, renovate or improve an instructional facility. *Education Code 46.003(a)~~);~~)* **[See** 19 ~~*TAC*~~**Administrative Code** 61.1032 **for commissioner's rules related to the instructional facilities allotment.]**

Existing Debt Allotment

A district is guaranteed a specified amount per student in state and local funds for each cent of tax effort to pay the principal and interest on eligible bonds under Education Code Chapter 46, Subchapter B. Bonds are eligible to be paid with state and local funds under Subchapter B if the district made payments on the bonds during the final school year of the preceding state fiscal biennium or taxes levied to pay the principal and interest on the bonds were included in a district's audited debt service collections for that school year, and the district does not receive state assistance under the Instructional Facilities Allotment for payment of the principal and interest on the bonds. *Education Code 46.032(a), .033~~;~~* **[See** 19 ~~*TAC*~~**Administrative Code** 61.1035 **for commissioner's rules related to the existing debt allotment.]**

Note: For information on the new instructional facility allotment, see CBA.

Investment of Bond Proceeds

For legal requirements regarding investment of bond proceeds, see CDA(LEGAL).

Unspent Bond Proceeds

A district may use unspent proceeds of issued general obligation bonds only:

1. For the specific purposes for which the bonds were authorized;
2. To retire the bonds; or
3. For a purpose other than the specific purposes for which the bonds were authorized if:
   a. The specific purposes are accomplished or abandoned; and

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b. The board at a public meeting held only for the purpose of considering the use of the unspent bond proceeds approves in separate votes the use of the proceeds for:

(1) A purpose other than to retire the bonds; and

(2) The purpose specified at the time the vote is taken.

In addition to other requirements, notice of a public meeting held under this provision must include a statement that the board will consider the use of unspent bond proceeds for a purpose other than the specific purposes for which the bonds were authorized. A public meeting held under this provision must provide the public an opportunity to address the board on the question of using the unspent bond proceeds for a purpose other than the specific purposes for which the bonds were authorized.

Education Code 45.1105

Capital Appreciation Bonds

For purposes of the following policy provisions, a "capital appreciation bond" is a bond that accrues and compounds interest from its date of delivery, the interest on which by its terms is payable only upon maturity or prior redemption.

Limitation on Issuance

A school district may not issue capital appreciation bonds that are secured by ad valorem taxes unless:

1. The bonds have a scheduled maturity date that is not later than 20 years after the date of issuance;

2. The board has received a written estimate of the cost of the issuance, including:

   a. The amount of principal and interest to be paid until maturity;

   b. The amount of fees to be paid to outside vendors, including vendors who sell products to be financed by the bond issuance;

   c. The amount of fees to be paid to each financing team member; and

   d. The projected tax impact of the bonds and the assumptions on which the calculation of the projected tax impact is based;

3. The board has determined in writing whether any personal or financial relationship exists between the members of the board and any financial advisor, bond counsel, bond underwriter, or other professional associated with the bond issuance and submitted the determination to the Ethics Commission; and

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4. The board posts prominently on the district's internet website and enters in the minutes of the board:

   a. The total amount of the proposed bonds;

   b. The length of maturity of the proposed bonds;

   c. The projects to be financed with bond proceeds;

   d. The intended use of bond proceeds not spent after completion of the projects identified;

   e. The total amount of the district's outstanding bonded indebtedness at the time of the election on the bonds, including the amount of principal and interest to be paid on existing bond indebtedness until maturity;

   f. The total amount of the district's outstanding bonded indebtedness, including the amount of principal and interest to be paid until maturity; and

   g. The information received at item 2 above and determined under item 3 above.

The board shall regularly update the debt information posted on the district's internet website under item 4.f above to ensure that the information is current and accurate.

Limitation on Use of Proceeds

Capital appreciation bond proceeds may not be used to purchase the following items, unless an item has an expected useful life that exceeds the bond's maturity date:

1. Items more regularly considered maintenance items, including replacement HVAC units, upgraded plumbing, or similar items; or

2. Transportation-related items, including buses.

Unspent Proceeds

Capital appreciation bond proceeds unspent after completion of the project identified as the proceeds' intended use may be used only for a use identified on the district's website as required above, unless another use is approved by the voters of the district at an election held for that purpose.

Total Amount of Capital Appreciation Bonds

The total amount of capital appreciation bonds may not exceed 25 percent of the district's total outstanding bonded indebtedness at the time of the issuance, including the amount of principal and interest to be paid on the outstanding bonds until maturity.

Extension

A district may not extend the maturity date of an issued capital appreciation bond, including through the issuance of refunding bonds that extend the maturity date, unless:

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1. The extension of the maturity date will decrease the total amount of projected principal and interest to maturity; or

2. The maximum legally allowable tax rate for indebtedness has been adopted and TEA certifies in writing that the solvency of the permanent school fund's bond guarantee program would be threatened without the extension.

Gov't Code 1201.0245

The foregoing provisions of Government Code 1201.0245 do not apply to the issuance of refunding bonds under Government Code Chapter 1207 or capital appreciation bonds for the purpose of financing transportation projects. *Gov't Code 1201.0245(j)*

Bond Elections

Bonds may not be issued and taxes may not be levied unless authorized by a majority of the qualified voters of the district, voting at an election held for such purpose, at the expense of the district, in accordance with the Election Code, except as provided by Education Code 45.003. The election shall be called by resolution or order of the board. The resolution or order must state the date of the election, the proposition or propositions to be submitted and voted on, the polling place or places, and any other matters considered necessary or advisable by the board. *Education Code 45.003(a)*

Each special election in this state shall be held on one of the following dates:

1. The first Saturday in May; or

2. The first Tuesday after the first Monday in November.

Election Code 41.001(a) [See BBB]

Call for Election

For an election to be held on a uniform election date, the election shall be ordered not later than the 78th day before election day. *Election Code 3.005* [See BBBA]

Election Order

In addition to other legal requirements regarding the election order [see BBBA(LEGAL)], the document ordering an election to authorize a district to issue debt obligations must distinctly state:

1. The proposition language that will appear on the ballot;

2. The purpose for which the bonds are to be authorized;

3. The principal amount of the bonds to be authorized;

4. That taxes sufficient to pay the principal of and interest on the bonds may be imposed;

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5. The estimated tax rate if the bonds are authorized or the maximum interest rate of the bonds or any series of the bonds, based on the market conditions at the time of the election order;

6. The maximum maturity date of the bonds to be authorized or that the bonds may be issued to mature over a specified number of years not to exceed the maximum number of years authorized by law;

7. The aggregate amount of the outstanding principal of the district's debt obligations as of the date the election is ordered;

8. The aggregate amount of the outstanding interest on the district's debt obligations as of the date the election is ordered, which may be based on the district's expectations relative to variable rate debt obligations; and

9. The district's ad valorem debt service tax rate at the time the election is ordered, expressed as an amount per $100 valuation of taxable property.

Election Code 3.009(b)

Posting

The election order must be posted:

1. On election day and during early voting by personal appearance, in a prominent location at each polling place;

2. Not later than the 21st day before the election in three public places in the boundaries of the district; and

3. During the 21 days before the election, on the district's internet website, prominently and together with the notice of the election, the contents of the proposition, and any sample ballot prepared for the election, if the district maintains an internet website.

Election Code 4.003(f) [See Voter Information, below]

Election Notice

The notice of election must comply with Election Code Chapter 4. [For specific requirements regarding contents of the election notice, see BBBA(LEGAL).]

Publication and Posting

The notice of election must be published and posted in accordance with Election Code requirements. [For specific requirements regarding publication and posting, see BBBA(LEGAL).]

Notice to Election Officials

Notice must be given to the county clerk, voter registrar, and election judge in accordance with Election Code Chapter 4. [For specific requirements, see BBBA(LEGAL).]

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Propositions

A proposition submitted to authorize the issuance of bonds must include the question of whether the board may levy, pledge, assess, and collect annual ad valorem taxes, on all taxable property in the district, either:

1. Sufficient, without limits as to rate or amount, to pay the principal of and interest on said bonds; or
2. Sufficient to pay the principal of and interest on the bonds, provided that the annual aggregate bond taxes in the district may never be more than the rate stated in the proposition.

The ballot proposition must include the following statement: "THIS IS A PROPERTY TAX INCREASE."

Education Code 45.003(b), (b-1)

A district that submits to the voters a proposition for the approval of the issuance of debt obligations shall prescribe the wording of the proposition that is to appear on the ballot in accordance with the requirements of Government Code Chapter 1251, Subchapter B. *Election Code 52.072(f)*

The district shall assign a letter to each measure on the ballot that corresponds to its order on the ballot. Each proposition on the ballot must identify the name of the authority ordering the election on the measure. *Election Code 52.095*

Ballot Contents

The ballot for a measure seeking voter approval of the issuance of debt obligations by a district shall specifically state:

1. A plain language description of the single specific purposes for which the debt obligations are to be authorized;
2. The total principal amount of the debt obligations to be authorized; and
3. That taxes sufficient to pay the principal of and interest on the debt obligations will be imposed.

Each single specific purpose for which debt obligations requiring voter approval are to be issued must be printed on the ballot as a separate proposition. A proposition may include as a specific purpose one or more structures or improvements serving the substantially same purpose and may include related improvements and equipment necessary to accomplish the specific purpose.

Gov't Code 1251.052(a)–(a-1)

Exception

Notwithstanding the requirements at Ballot Contents, above, the question of whether to approve the issuance of bonds for the con-

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struction, acquisition, and equipment of school buildings in the district, the purchase of new school buses, and the purchase of necessary sites for school buildings may be submitted to the voters in a single ballot proposition, except that bonds for each of the following purposes must be stated in a separate proposition:

1. The construction, acquisition, or equipment of:
   a. A stadium with seating capacity for more than 1,000 spectators;
   b. A natatorium;
   c. Another recreational facility other than a gymnasium, playground, or play area;
   d. A performing arts facility;
   e. Housing for teachers as determined by the district to be necessary to have a sufficient number of teachers for the district; and
2. An acquisition or update of technology equipment, other than equipment used for school security purposes or technology infrastructure integral to the construction of a facility.

The question of whether to approve the issuance of bonds for a building described by items 1a–e above must be printed on the ballot as a separate ballot proposition regardless of whether that building is proposed as part of the same complex or building that contains traditional classroom facilities. Each separate ballot proposition must state the principal amount of the bonds to be issued that constitutes the cost for construction of that portion of the building or complex attributable to the building described by items 1a–e above or to the traditional classroom facilities, as applicable.

Education Code 45.003(g)–(h)

Definition

"Debt obligation" means a public security, as defined by Government Code 1201.002, secured by and payable from ad valorem taxes. The term does not include public securities that are designated as self-supporting by the political subdivision issuing the securities. *Gov't Code 1251.051(1)*

Voter Information

A district with at least 250 registered voters on the date the board adopts the debt obligation election order must prepare a voter information document for each proposition to be voted on at the election.

Posting Requirements

The district shall post the voter information document in the same manner as a debt obligation election order is required to be posted

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under Election Code 4.003(f) [see Posting, above] and may include the voter information document in the debt obligation election order.

A district that maintains an internet website shall provide the information described at Contents, below, on its website in an easily accessible manner beginning not later than the 21st day before election day and ending on the day after the date of the debt obligation election.

Contents

The voter information document must distinctly state:

1. The language that will appear on the ballot;
2. The following information formatted as a table:
   a. The principal of the debt obligations to be authorized;
   b. The estimated interest for the debt obligations to be authorized;
   c. The estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized; and
   d. As of the date the district adopts the debt obligation election order:
      (1) The principal of all outstanding debt obligations of the district;
      (2) The estimated remaining interest on all outstanding debt obligations of the district, which may be based on the district's expectations relative to the interest due on any variable rate debt obligations; and
      (3) The estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the district, which may be based on the district's expectations relative to the interest due on any variable rate debt obligations;
3. The estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the district with an appraised value of $100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the board; and
4. Any other information that the board considers relevant or necessary to explain the information required by these provisions.

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Assumptions

The board shall identify in the voter information document the major assumptions made in connection with the statement required by item 3 above, including:

1. The amortization of the district's debt obligations, including outstanding debt obligations and the proposed debt obligations;
2. Changes in estimated future appraised values within the district; and
3. The assumed interest rate on the proposed debt obligations.

Gov't Code 1251.052(b)–(d)

Electioneering and Political Advertising

For additional information and prohibitions related to electioneering and political advertising, see BBBD(LEGAL).

50 Cent Test for New Debt

Before issuing bonds, a district must demonstrate to the attorney general that, with respect to the proposed issuance, the district has a projected ability to pay the principal of and interest on the proposed bonds and all previously issued bonds, other than bonds authorized to be issued at an election held on or before April 1, 1991, and issued before September 1, 1992, from a tax at a rate not to exceed $0.50 per $100 of valuation (the "50 Cent Test").

A district may demonstrate the ability to comply with the 50 Cent Test by using the most recent taxable value of property in the district, combined with state assistance to which the district is entitled under Education Code Chapter 46 or 48 that may be lawfully used for the payment of bonds.

Future Taxable Value

A district may demonstrate the ability to comply with the 50 Cent Test by using a projected future taxable value of property in the district anticipated for the earlier of the tax year five years after the current tax year or the tax year in which the final payment is due for the bonds submitted to the attorney general, combined with state assistance to which the district is entitled under Education Code Chapter 46 or 48 that may be lawfully used for the payment of bonds.

The district must submit to the attorney general a certification of the district's projected taxable value prepared by a registered, certified professional appraiser who has demonstrated professional experience in projecting taxable values or who can obtain any necessary assistance from an experienced person.

The certification of a district's projected taxable value must be signed by the superintendent. The attorney general must base a determination of whether a district has complied with the 50 Cent

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Test on a taxable value that is equal to 90 percent of the value certified.

Education Code 45.0031

Attorney General Review and Approval

Unless exempt under Government Code 1202.007, before the issuance of a public security, the issuer shall submit the public security and the record of proceedings to the attorney general. *Gov't Code 1202.003(a); see, e.g., 1 TAC 53.3 (Content of Transcripts), 53.16 (Submission and Approval of Transcripts), and 53.61 (School District Tax Bond Elections)*

Refunding Bonds

A board may refund or refinance all or any part of any of the district's outstanding bonds and matured or unmatured but unpaid interest on those bonds payable from ad valorem taxes by issuing refunding bonds payable from ad valorem taxes. *Education Code 45.004; Gov't Code Ch. 1207*

Instructional Facilities Allotment for Refunding Bonds

A district may use state funds received under Education Code Chapter 46 to pay principal of and interest on refunding bonds that:

1. Are issued to refund bonds eligible under Education Code 46.003;
2. Do not have a final maturity date later than the final maturity date of the bonds being refunded;
3. May not be called for redemption earlier than the earliest call date of all bonds being refunded; and
4. Result in a present value savings as defined in Education Code 46.007(4).

Education Code 46.007

Authorized Unissued Bonds

If a district has authorized school bonds for a specific purpose and that purpose has been accomplished by other means or has been abandoned and all or a portion of the authorized bonds remains unissued, a board may order an election [see BBBA] to submit to the qualified voters of the district the proposition of whether or not the authorized but unissued bonds may be issued, sold, and delivered for other and different purposes specified in the election order and notice. The election shall be ordered, held, and conducted in the same form and manner as that at which the bonds were originally authorized. If a majority of those voting at the election vote in favor of the sale and delivery of the unissued bonds for the purposes specified in the election order and notice, the board may issue, sell, and deliver the bonds and use the proceeds for the purposes authorized at the election. *Education Code 45.110*

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Bond Guarantee Program

Eligibility

A district seeking guarantee of eligible bonds under the Bond Guarantee Program shall apply to the commissioner of education using a form adopted by the commissioner. To be eligible for approval, district bonds must be issued under Education Code Chapter 45, Subchapter A, or under Government Code Chapter 1207. *Education Code 45.054, .055(a); 19 TAC 33.~~65~~6(b)(5)*

Application

An application must include:

1. The name of the district and the principal amount of the bonds to be issued;
2. The name and address of the district's paying agent, which means the financial institution designated by a district as its agent for payment of principal and interest on guaranteed bonds; and
3. The maturity schedule, estimated interest rate, and date of the bonds.

Education Code 45.051(2), .055

An application must be accompanied by a fee set by rule of the State Board of Education. *Education Code 45.055(c); 19 TAC 33.~~65~~6(f)(1)*

On approval by the commissioner, bonds issued by a district are guaranteed by the corpus and income of the permanent school fund. The guarantee remains in effect until the date those bonds mature or are defeased in accordance with state law. *Education Code 45.052*

If a district does not receive approval for the guarantee or for any reason does not receive approval of the bonds from the attorney general within the specified time period, the district may reapply in a subsequent month. Applications that were denied approval for the guarantee will not be retained for consideration in subsequent months. *19 TAC 33.~~65~~6(f)(5)*

A district may not represent bonds as guaranteed for the purpose of pricing or marketing the bonds before the date of the letter granting approval for the guarantee. *19 TAC 33.~~65~~6(g)(4)(D)*

Credit Enhancement Program

If a district's application for guarantee of district bonds by the permanent school fund is rejected, the district may apply under Education Code Chapter 45, Subchapter I for credit enhancement of bonds described by Education Code 45.054 (eligibility for the Bond Guarantee Program) by money appropriated for the Foundation School Program, other than money that is appropriated to districts specifically:

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1. As required under the Texas Constitution; or
2. For assistance in paying debt service.

The credit enhancement remains in effect until the date the bonds mature or are defeased in accordance with state law.

Education Code 45.252

Eligibility

To be eligible for approval by the commissioner for credit enhancement:

1. Bonds must be issued in the manner provided by Education Code 45.054;
2. Payments of all of the principal of the bonds must be scheduled during the first six months of the state fiscal year;
3. The district's lowest credit rating from any credit rating agency may not be the same as or higher than that of the School District Bond Enhancement Program;
4. The bonded debt for which the credit enhancement is sought must be structured so that no single annual debt service payment exceeds two times the quotient produced by dividing the total proposed annual debt service, as defined in 19 Administrative Code 61.1038(b)(10), for the term of the bonds by the number of years in the amortization schedule; and
5. The district must agree in its application that the total annual debt service on bonds approved for the credit enhancement will be paid on or before August 15 of each state fiscal year.

Education Code 45.254; 19 TAC 61.1038(f)

Application

A district seeking credit enhancement of eligible bonds shall apply to the commissioner using a form adopted by the commissioner for the purpose. The application must:

1. Include the information required by Education Code 45.055(b), at Bond Guarantee Program—Application, above; and
2. Be accompanied by a fee set by the State Board of Education. *19 TAC 61.1038(d)(1)*

Education Code 45.255

The district may not submit an application for a guarantee or credit enhancement before the successful passage of an authorizing proposition.

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If a district does not receive a credit enhancement or for any reason does not receive approval of the bonds from the attorney general within the specified time period, the district may reapply in a subsequent month. Applications that were denied a credit enhancement will not be retained for consideration in subsequent months.

A district may not represent the bonds as approved for credit enhancement for the purposes of pricing or marketing the bonds before the date of the letter granting approval for the credit enhancement.

19 TAC 61.1038(e)(1), (8), (10)

Authority to Contract for Services

An issuer has exclusive authority to select, contract with, and determine the basis for compensation of a person to provide legal and other services as may be determined by the issuer to be necessary in connection with the issuer's issuance of public securities or administration of its affairs that pertain to the issuance of public securities. The selection of legal counsel shall be made in accordance with the provisions of Government Code Chapter 2254, Subchapter A, applicable to the selection by a governmental entity of a provider of professional engineering services. *Government Code 1201.027(a)* [See CH(LEGAL) regarding contingent fee contracts for legal services and Government Code 2254.102(e) for additional requirements.]

Federal Securities Law

Disclosure Obligations for Bond and Other Debt Offerings

Prior to publicly offering bonds, a school district must prepare and deliver to an underwriter an official statement containing the terms of the bond offering, a description of the district itself, financial and operating data of the district, and any other information that may be material to an investor interested in purchasing the district's bonds or otherwise required by Rule 15c2-12 of the Securities Exchange Commission (SEC) (SEC Rule 15c2-12(b)). *17 C.F.R. 240.15c2-12* [See Note, below]

Continuing Disclosure after Issuing Bonds

Except for exempt offerings, SEC Rule 15c2-12(b) requires underwriters to obtain a continuing disclosure agreement (CDA) from the district when the district issues bonds. A CDA obligates the district to prepare and file continuing disclosures of financial information and operating data annually after the bonds are issued. A CDA also requires filing notice regarding the occurrence of events listed under SEC Rule 15c2-12(b)(5)(i)(C) within 10 business days following the occurrence of any such event. *17 C.F.R. 240.15c2-12* [See Note, below]

Liability under Federal Securities Law

School districts, board members, and certain employees of the district are subject to liability under the antifraud provisions of the federal securities laws contained in Section 17(a) of the Securities Act

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of 1933 (the "Securities Act"), Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 of the SEC. The antifraud provisions generally prohibit false or misleading statements made in connection with the offer or sale of a district's bonds (or the omission of material facts from such statements), including the official statement itself and any other statement reasonably expected to reach bond investors (disclosures). *SEC Exchange Act Release No. 33741 (Mar. 9, 1994)*

The antifraud provisions also apply to a district's continuing disclosure obligations under SEC Rule 15c2-12(b) after a district's bonds are issued. [See Continuing Disclosure after Issuing Bonds, above] *SEC Report on the Municipal Securities Market (July 31, 2012) (the "SEC 2012 Report") at pg. 29*

Note: In preparing an official statement, a district may reasonably rely on the advice of outside professionals who are also subject to the antifraud provisions, but a district is primarily liable for the content of its official statement and other disclosures. *SEC Exchange Act Release No. 36761 (Jan. 24, 1996)*

A district may engage qualified consultants, including qualified disclosure or securities counsel and a financial adviser, to assist with preparing an official statement and other primary disclosures relating to a bond offering. Creation of internal procedures may help to insulate a district against criticism or liability under federal securities laws.

Districts may also engage disclosure counsel and/or other professionals to assist with secondary disclosure, including advice and assistance ensuring that (1) reporting requirements imposed by a CDA are satisfied and (2) information disclosed in periodic and occasional reports is accurate and complete.

Internal procedures may provide for (1) appointment of, and disclosure training for, district officials and employees who will be part of the financing team, (2) a procedure of accountability for review of the disclosures, and (3) ensuring that any procedures established are in fact followed.

[See SEC Report on the Municipal Securities Market (July 31, 2012)]

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Note: For more information on property tax exemptions, see the Texas Comptroller's Property Tax Exemptions[1] website.

Exemptions

Homestead

Mandatory

An adult is entitled to exemption from taxation by a district of $~~25~~40,000 of the appraised value of the adult's residence homestead, as defined by Tax Code 11.13(j), except that only $5,000 of the exemption applies to an entity operating under former Education Code Chapters 17, 18, 25, 26, 27, or 28, as those chapters existed on May 1, 1995, as permitted by Education Code 11.301. *Tax Code 11.13(b)*

Persons 65 or Older or Disabled

In addition to the mandatory exemption above, an adult who is disabled, as defined by Tax Code 11.13(m)(1), or 65 or older is entitled to an exemption of $10,000 of the appraised value of the individual's residence homestead. *Tax Code 11.13(c)*

Tax Limitation

A district may not increase the total annual amount of ad valorem tax it imposes on the residence homestead of an individual 65 years of age or older, or on the residence homestead of an individual who is disabled, above the amount of the tax it imposed in the first tax year in which the individual qualified that residence homestead for an applicable exemption. *Tax Code 11.26(a)*

Improvements

If an individual subject to a tax limitation makes improvements to the individual's residence homestead, other than improvements required to comply with governmental requirements or repairs, the district may increase the tax on the homestead in the first year the value of the homestead is increased on the appraisal roll because of the enhancement of value by the improvements. A limitation then applies to the increased amount of tax until more improvements, if any, are made. *Tax Code 11.26(b)*

Exception

An improvement to property that would otherwise constitute an improvement discussed above is not treated as an improvement if it is a replacement structure for a structure that was rendered uninhabitable or unusable by a casualty or by wind or water damage. For purposes of appraising the property in the tax year in which the structure would have constituted an improvement, the replacement structure is considered to be an improvement only if the square footage of the replacement structure exceeds that of the replaced structure as that structure existed before the casualty or damage occurred or the exterior of the replacement structure is of higher quality construction and composition than that of the replaced structure. *Tax Code 11.26(o)*

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Portability of Tax Limitation

If an individual who receives a tax limitation, including a surviving spouse, discussed below, subsequently qualifies a different residence homestead for the same exemption, a district may not impose ad valorem taxes on the subsequently qualified homestead in a year in an amount that exceeds the amount of taxes calculated in accordance with Tax Code 11.26(g). *Tax Code 11.26(g)*

Surviving Spouse

If an individual who qualifies for the exemption at Persons 65 or Older or Disabled, above, dies, the surviving spouse of the individual is entitled to the limitation applicable to the residence homestead of the individual if the surviving spouse is 55 years of age or older when the individual dies, and the residence homestead of the individual is the residence homestead of the surviving spouse on the date that the individual dies and remains the residence homestead of the surviving spouse. *Tax Code 11.26(i)*

Local Options

All Taxpayers

In addition to other exemptions in Tax Code 11.13, an individual is entitled to an exemption from taxation by a district of a percentage of the appraised value of the individual's residence homestead if the exemption is adopted by the board before July 1 in the manner provided by law for official action by the board. If the percentage set by the district produces an exemption in a tax year of less than $5,000 when applied to a particular residence homestead, the individual is entitled to an exemption of $5,000 of the appraised value. The percentage adopted by the district may not exceed 20 percent. *Tax Code 11.13(n)*

Disabled or 65 or Older

An individual who is disabled or 65 or older is entitled to an exemption from taxation by a district of a portion of the appraised value of the individual's residence homestead if the exemption is adopted either by the board or by a favorable vote of a majority of the qualified voters of the district at an election called by the board, and the board shall call the election on the petition of at least 20 percent of the number of qualified voters who voted in the preceding election of the district.

Amount

The amount of an exemption adopted as provided at Disabled or 65 or Older is $3,000 of the appraised value of the residence homestead unless a larger amount is specified by the board if the board authorizes the exemption or the petition for the election if the exemption is authorized through an election. Once authorized, an exemption adopted may be repealed or decreased or increased in amount by the board or by the petition and election procedure. In the case of a decrease, the amount of the exemption may not be reduced to less than $3,000 of the market value.

Tax Code 11.13(d)–(f)

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Continuation of Exemption during Construction

If a qualified residential structure for which the owner receives a homestead exemption under Tax Code 11.13 is rendered uninhabitable or unusable by a casualty or by wind or water damage, the owner may continue to receive the exemption for the structure and the land and improvements used in the residential occupancy of the structure while the owner constructs a replacement qualified residential structure on the land in accordance with Tax Code 11.135. *Tax Code 11.135(a), .26(n); 34 TAC 9.416*

Surviving Spouse of First Responder

The surviving spouse of a first responder who is killed or fatally injured in the line of duty is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead if the surviving spouse is an eligible survivor for purposes of Government Code Chapter 615 as determined by the Employees Retirement System of Texas and has not remarried since the first responder's death. *Tax Code 11.134*

Veteran Exemptions

100 Percent Disabled

A disabled veteran who has been awarded by the U.S. Department of Veterans Affairs or its successor 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or of individual unemployability is entitled to an exemption from taxation of the total appraised value of the veteran's residence homestead. *Tax Code 11.131(b)*

Partially Disabled with Donated Residence

A disabled veteran who has a disability rating of less than 100 percent is entitled to an exemption from taxation of a percentage of the appraised value of the disabled veteran's residence homestead equal to the disabled veteran's disability rating if the residence homestead was donated to the disabled veteran by a charitable organization at no cost to the disabled veteran, or at some cost to the disabled veteran in the form of a cash payment, a mortgage, or both in an aggregate amount that is not more than 50 percent of the good faith estimate of the market value of the residence homestead made by the charitable organization as of the date of the donation. *Tax Code 11.132(b)*

Surviving Spouse of Veteran

The surviving spouse of a disabled veteran, as defined by Tax Code 11.22(h)(3), is entitled to the same exemption from taxation of the same property to which the disabled veteran's exemption applied or would have applied if it had been in effect on the date of death if:

1. The surviving spouse has not remarried since the death of the disabled veteran; and

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2. The property was the residence homestead of the surviving spouse when the disabled veteran died and remains the residence homestead of the surviving spouse.

Tax Code 11.131(c), .132(c)

Surviving Spouse of Individual Killed in Action

The surviving spouse of a member of the armed services of the United States who is killed or fatally injured in the line of duty is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the death of the member of the armed services. *Tax Code 11.133(b)*

Tex. Const. Art. VIII, Sec. 1-b (Residence Homestead Tax Exemptions and Limitations)

Disabled Veteran

A disabled veteran is entitled to an exemption from taxation of a portion of the assessed value of a property the veteran owns and designates under Tax Code 11.22(f). *Tax Code 11.22*

Exemption for Subsequent Residence

The surviving spouse of a first responder, disabled veteran, or armed services member killed in action who receives an exemption for a residence homestead is entitled to receive an exemption from taxation of a different property that the surviving spouse subsequently qualifies as the surviving spouse's residence homestead in an amount equal to the dollar amount of the exemption from taxation of the first property for which the surviving spouse received the exemption in the last year in which the surviving spouse received that exemption if the surviving spouse has not remarried. *Tax Code 11.131(d), .132(d), .133(c), .134(d)*

Temporary Exemption for Property Damaged by Disaster

A person is entitled to an exemption from taxation by a district of a portion of the appraised value of qualified property, as defined by Tax Code 11.35(a), that the person owns in an amount determined by the chief appraiser under Tax Code 11.35(h). *Tax Code 11.35(b)*

A person who qualifies for an exemption under this provision must apply for the exemption not later than the 105th day after the date the governor declares the area in which the person's qualified property is located to be a disaster area. *Tax Code 11.43(s)*

"Damage" means physical damage. *Tax Code 11.35(a)(1)*

Optional Exemptions

Among others, a board may grant additional tax exemptions in accordance with applicable law for:

1. Residential property owned by the United States or an agency of the United States and used to provide transitional housing for the indigent under a program operated or directed by the

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U.S. Department of Housing and Urban Development. *Tax Code 11.111*

2. Land and housing units on the land owned by a community land trust. *Tax Code 11.1827*

3. Certain historic structures or archeological sites and the land necessary to access and use the structure or archeological site. The board may not repeal or reduce the amount of an exemption for a property that otherwise qualifies for the exemption unless the property owner consents to the repeal or reduction or the district provides written notice of the repeal or reduction to the owner not later than five years before the date the board repeals or reduces the exemption. *Tax Code 11.24*

4. Property on which approved water conservation initiatives, desalination projects, or brush control initiatives have been implemented. *Tax Code 11.32*

If a district adopts, amends, or repeals an exemption that the district by law has the option to adopt or not, the district shall notify the appraisal office of its action and of the terms of the exemption within 30 days after the date of its action. *Tax Code 6.08*

Goods-in-Transit *Exemption*

A person is entitled to an exemption from taxation of the appraised value of that portion of the person's property that consists of goods-in-transit, as defined in Tax Code 11.253(a)(2). *Tax Code 11.253(b)*

[For information on the board's option in a district located in a disaster area to extend the date by which goods-in-transit must be transported, see Tax Code 11.253(l).]

Option to Tax

A board, by official action, may provide for the taxation of goods-in-transit exempt under Tax Code 11.253(b) and not exempt under other law. The official action to tax the goods-in-transit must be taken before January 1 of the first tax year in which the board proposes to tax goods-in-transit. Before acting to tax the exempt property, a board must conduct a public hearing as required by Texas Constitution Article VIII, Section 1-n(d). If the board provides for the taxation of the goods-in-transit as provided by this provision, the exemption stated above does not apply to that district. The goods-in-transit remain subject to taxation by the district until the board, by official action, rescinds or repeals its previous action to tax goods-in-transit, or otherwise determines that the exemption will apply to that district.

Notwithstanding official action that was taken before October 1, 2011, to tax goods-in-transit, a district may not tax such goods-in-

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transit in a tax year that begins on or after January 1, 2012, unless the board takes official action on or after October 1, 2011, to provide for the taxation of the goods-in-transit.

Exception

If a board, before October 1, 2011, took action to provide for the taxation of goods-in-transit and pledged the taxes imposed on the goods-in-transit for the payment of a debt of the district, the district tax officials may continue to impose the taxes against the goods-in-transit until the debt is discharged, if cessation of the imposition would impair the obligation of the contract by which the debt was created.

Tax Code 11.253(j)–(j-2)

Payment Options

The board may adopt, by official action, one or both of the discount options below. *Tax Code 31.05(a)*

Discounts

Option 1

A district may adopt the following discounts to apply regardless of the date on which the district mails its tax bills:

1. Three percent if the tax is paid in October or earlier.
2. Two percent if the tax is paid in November.
3. One percent if the tax is paid in December.

Tax Code 31.05(b)

This discount does not apply to taxes that are calculated too late for it to be available. *Tax Code 31.04(c)*

Option 2

A district may adopt the following discounts to apply when the district mails its tax bills after September 30:

1. Three percent if the tax is paid before or during the next full calendar month following the date on which the tax bills were mailed.
2. Two percent if the tax is paid during the second full calendar month following the date on which the tax bills were mailed.
3. One percent if the tax is paid during the third full calendar month following the date on which the tax bills were mailed.

Tax Code 31.05(c)

Both Options

If a board adopts both discounts, the discounts described at Option 1 apply unless the tax bills for the district are mailed after September 30, in which case only the discounts described at Option 2 apply. *Tax Code 31.05(a)*

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Rescission

The board may rescind a discount lawfully adopted by the board. The rescission of a discount takes effect in the tax year following the year in which the discount is rescinded. *Tax Code 31.05(d)*

Split Payments

The board of a district that collects its own taxes may provide, by official action, that a person who pays one-half of the district's taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest at any time before July 1 of the following year.

If a board contracts with the appraisal district for collection of taxes, the split-payment option does not apply to taxes collected by the appraisal district unless approved by resolution adopted by a majority of the governing bodies of the taxing units whose taxes the appraisal district collects and filed with the secretary of the appraisal district board of directors. The split-payment option may be revoked in the same manner as provided for adoption.

Tax Code 31.03

This payment option does not apply to taxes that are calculated too late for it to be available. *Tax Code 31.04(c)*

In Certain Counties

The board of a district located in a county having a population of not less than 285,000 and not more than 300,000 that borders a county having a population of 3.3 million or more and the Gulf of Mexico that has its taxes collected by another taxing unit that has adopted the split-payment option may provide, by official action, that the split-payment option does not apply to the district's taxes collected by the other taxing unit. *Tax Code 31.03(d)*

Installment Payments

Certain Homesteads

An individual who is disabled or at least 65 years of age and qualified for a homestead exemption under Tax Code 11.13(c), or an individual who is a disabled veteran or the unmarried surviving spouse of a disabled veteran and qualified for an exemption under Tax Code 11.132 or 11.22, may pay district taxes imposed on the person's residence homestead property in four equal installments without penalty or interest if paid by the applicable dates set out in Tax Code 31.031. *Tax Code 31.031*

Disaster or Emergency Area

Property Damaged — Automatic

A person may pay district taxes imposed on certain property the person owns in four equal installments without penalty or interest if paid in accordance with Tax Code 31.032.

This provision applies to real and tangible personal property described in Tax Code 31.032(a) and taxes that are imposed on the property by a district before the first anniversary of the disaster or emergency.

Tax Code 31.032

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Property Not Damaged — Board Option

The board may authorize a person to pay district taxes imposed on certain property that the person owns in installments. If the board adopts the installment-payment option under this provision, Tax Code 31.032(b), (b-1), (c), and (d) apply to the payment by a person of district taxes imposed on property that the person owns in the same manner as those subsections apply to the payment of taxes imposed on property to which Tax Code 31.032 applies.

This provision applies to real and tangible personal property described in Tax Code 31.033(b) and taxes that are imposed on the property by a district before the first anniversary of the disaster or emergency.

Tax Code 31.033; 34 TAC 9.3061(b), (c)

Definitions

"Disaster" has the meaning assigned by Government Code 418.004.

"Emergency" means a state of emergency proclaimed by the governor under Government Code 433.001.

Tax Code 31.032(g), .033(a); 34 TAC 9.3061(a)

Services in Lieu of Paying Taxes

The board by resolution may permit certain individuals or business entities to perform certain services for the district in lieu of paying the district property taxes. While performing services for a district, the individual is not an employee of the district and is not entitled to any benefit, including workers' compensation coverage, that the district provides to its employees. *Tax Code 31.035, .036, .037*

Persons 65 and Over

Subject to the requirements of Tax Code 31.035, the board by order or resolution may permit an individual who is at least 65 years of age to perform service for the district in lieu of paying taxes imposed by a district on property owned by the individual and occupied as the individual's residence homestead. Property owners performing services for a district under this provision may only supplement or complement the regular personnel of the district. A district may not reduce the number of persons the district employs or reduce the number of hours to be worked by employees of the district because the district permits property owners to perform services for the district under this provision. *Tax Code 31.035(a), (g)*

Teaching Services

An individual is qualified to perform teaching services for a district under the provisions below only if the individual holds a baccalaureate or more advanced degree in a field related to each course to be taught and:

1. Is certified as a classroom teacher under Education Code Chapter 21, Subchapter B; or

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2. Obtains a school district teaching permit under Education Code 21.055.

Tax Code 31.036(h), .037(i)

By Individual

Subject to the requirements of Tax Code 31.036, the board by resolution may permit qualified individuals to perform teaching services for the district at a junior high school or high school of the district in lieu of paying taxes imposed by the district on property owned and occupied by the individual as a residence homestead. *Tax Code 31.036*

By Employee of Business Entity

Subject to the requirements of Tax Code 31.037, a board by resolution may authorize a corporation or other business entity to permit a qualified individual employed by the business entity to perform teaching services in a high school or a junior high school for the district in lieu of paying taxes imposed by the district on property owned by the business entity. *Tax Code 31.037*

Delinquent Taxes

Delinquency Date

Except as provided by Tax Code 31.02(b) (payment by certain eligible persons on active duty in the armed forces), 31.03 (split payments), and 31.04 (postponement of delinquency date based on mailing date of tax bills), taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. *Tax Code 31.02*

Note: Delinquent taxes incur penalties and accrue interest in accordance with Tax Code 33.01, subject to any waiver by the board pursuant to Tax Code 33.011.

Delinquent Tax Collection

A board may contract with any competent attorney to represent the district to enforce the collection of delinquent taxes. The attorney's compensation is set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent tax, penalty, and interest collected. *Tax Code 6.30(c)* [See CH(LEGAL) regarding contingent fee contracts for legal services and Government Code 2254.102(e) for additional requirements.]

Additional Penalties

The board may provide, by official action, that taxes that become delinquent at a certain time incur an additional penalty to defray costs of collection if the board has contracted with an attorney as provided above. *Tax Code 33.07, .08*

[1] Texas Comptroller Property Tax Exemptions website: https://comptroller.texas.gov/taxes/property-tax/exemptions/

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Tax Increment Financing Act

Board of Directors

Except as provided at Large Municipality below, each district that levies taxes on real property in a reinvestment zone designated by a county or municipality in accordance with the Tax Increment Financing Act, Tax Code Chapter 311, may appoint one member of the reinvestment zone board of directors if the district has approved the payment of all or part of the tax increment produced by the district into the tax increment fund for the zone. A district may waive its right to appoint a director. *Tax Code 311.009(a), (b)*

Large Municipality

In a reinvestment zone designated by a municipality which is wholly or partially located in a county with a population of less than 1.8 million in which the principal municipality has a population of 1.1 million or more, each taxing unit that approves the payment of all or part of its tax increment into the tax increment fund is entitled to appoint a number of members to the board in proportion to the taxing unit's pro rata share of the total anticipated tax increment to be deposited into the tax increment fund during the term of the zone. *Tax Code 311.0091(a)–(c)*

Tax Increments

Amount

The amount of a district's tax increment for a year is the amount of property taxes levied and assessed by the district for that year on the captured appraised value of real property taxable by the district and located in a reinvestment zone or the amount of property taxes levied and collected by the district for that year on the captured appraised value of real property taxable by the district and located in a reinvestment zone. The board of the district shall determine which of the methods is used to calculate the amount of the district's tax increment.

"Captured Appraised Value"

The captured appraised value of real property taxable by a district for a year is the total taxable value of all real property taxable by the district and located in a reinvestment zone for that year less the tax increment base of the district.

"Tax Increment Base"

The tax increment base of a district is the total taxable value of all real property taxable by the district and located in a reinvestment zone for the year in which the zone was designated under Tax Code Chapter 311.

Tax Code 311.012

Collection and Deposit

Each district that taxes real property located in a reinvestment zone shall provide for the collection of its taxes in the zone as for any other property taxed by the district. Each district shall pay into the tax increment fund for the zone an amount equal to the tax increment produced by the district, less the sum of:

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1. Property taxes produced from the tax increments that are, by contract executed before the designation of the area as a reinvestment zone, required to be paid by the district to another political subdivision; and

2. A portion, not to exceed 15 percent, of the tax increment produced by the district as provided by the reinvestment zone financing plan or a larger portion as provided at Agreement Required below.

Tax Code 311.013(a)–(b)

Notwithstanding any termination of the reinvestment zone and unless otherwise specified by an agreement between the district and the municipality or county that created the zone, a district shall make the required payment not later than the 90th day after the later of the delinquency date for district property taxes or the date the municipality or county that created the zone submits to the district an invoice specifying the tax increment produced by the district and the amount the district is required to pay into the tax increment fund for the zone. A district is not required to pay into a tax increment fund the applicable portion of a tax increment attributable to delinquent taxes until those taxes are collected. *Tax Code 311.013(c), (i)*

A district whose taxable value is reduced under Government Code 403.302(d)(4) (determination of district property values by the comptroller) shall pay into the tax increment fund, in addition to the amount otherwise required to be paid, an amount equal to the amount by which the amount of taxes the district would have been required to pay into the fund in the current year if the district levied taxes at the rate the district levied in 2005 exceeds the amount the district is otherwise required to pay into the fund in the year of the reduction. This additional amount may not exceed the amount the district receives in state aid for the current tax year under Education Code 48.253 (additional state aid for tax increment financing payments). The district shall pay the additional amount after the district receives the state aid to which the district is entitled for the current tax year under Education Code 48.253. *Tax Code 311.013(n)*

Agreement Required

A district is not required to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone designated under Tax Code 311.005(a) or in an area added to a reinvestment zone under Tax Code 311.007 unless the district enters into an agreement to do so with the governing body of the municipality or county that designated the zone. *Tax Code 311.013(f)*

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A district that participates in a zone is not required to increase the percentage or amount of the tax increment to be contributed by the district because of an amendment to the project plan or reinvestment zone financing plan for the zone unless the board by official action approves the amendment. *Tax Code 311.011(g)*

A district is not required to pay into the tax increment fund any of its tax increment produced from property located in an area added to the reinvestment zone under Tax Code 311.007(a) or (b) unless the board enters into an agreement to do so with the governing body of the municipality or county that created the zone. *Tax Code 311.013(k)*

If the governing body of the municipality or county that designated a reinvestment zone extends the term of all or a portion of the zone, a district is not required to participate in the zone or portion of the zone for the extended term unless the district enters into a written agreement to do so. *Tax Code 311.007(c)*

Notwithstanding the designation of a later termination date under Tax Code 311.017(a), a district that taxes real property located in the reinvestment zone is not required to pay any of its tax increment into the tax increment fund for the zone after the termination date designated in the ordinance or order creating the zone unless the board enters into an agreement to do so with the governing body of the municipality or county that created the zone. *Tax Code 311.017(a-1)*

Property Redevelopment and Tax Abatement Act

On or after September 1, 2001, a school district may not enter into a tax abatement agreement under Tax Code Chapter 312. *Tax Code 312.002(f)*

Reinvestment Zone for Chapter 313

Notwithstanding any other provision of Tax Code Chapter 312 to the contrary, the board, in the manner required for official action and for purposes of Tax Code Chapter 313, Subchapter B or C [see Texas Economic Development Act below], may designate an area entirely within the territory of the district as a reinvestment zone if the board finds that, as a result of the designation and the granting of a limitation on appraised value, for property located in the reinvestment zone, the designation is reasonably likely to:

1. Contribute to the expansion of primary employment in the reinvestment zone; or
2. Attract major investment in the reinvestment zone that would:
   a. Be a benefit to property in the reinvestment zone and to the district; and
   b. Contribute to the economic development of the region of this state in which the district is located.

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The board may seek the recommendation of the commissioners court of each county and the governing body of each municipality that has territory in the district before designating an area as a reinvestment zone.

Tax Code 312.0025

Texas Economic Development Act

Note: **The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022. *Tax Code 313.007***

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value. *Tax Code 313.171*

In implementing the Texas Economic Development Act, Tax Code Chapter 313, districts should strictly interpret the criteria and selection guidelines provided by Chapter 313 and approve only those applications for an ad valorem tax benefit that:

1. Enhance the local community;
2. Improve the local public education system;
3. Create high-paying jobs; and
4. Advance the economic development goals of Texas.

Tax Code 313.004(3)

Definitions

Agreement

"Agreement" means the written agreement between the board and the approved applicant on the form adopted by reference in 34 Administrative Code 9.1052 (Forms) to implement a limitation on the appraised value for district maintenance and operations ad valorem property tax purposes on an entity's qualified property, required by Tax Code 313.027(d).

Agreement Holder

"Agreement holder" means an entity that has executed an agreement with a district.

Applicant

"Applicant" means an entity that has applied for a limitation on appraised value for district maintenance and operations ad valorem property tax purposes on the entity's property, as provided by Tax Code Chapter 313.

Application

"Application" means an application for limitation of appraised value for district maintenance and operations ad valorem property tax purposes on an entity's qualified property on the form adopted by

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reference in 34 Administrative Code 9.1052 (Forms), the schedules attached thereto, and the documentation submitted by an entity for the purpose of obtaining an agreement for a limitation on appraised value from a district.

Application Review Start Date

"Application review start date" means the later date of either the date on which the district issues its written notice that an applicant has submitted a completed application or the date on which the comptroller issues its written notice that an applicant has submitted a completed application.

Completed Application

"Completed application" means an application in the form and number and containing all the information required pursuant to 34 Administrative Code 9.1053 (Entity Requesting Agreement to Limit Appraised Value), that has been determined by the district and the comptroller to include all minimum requirements for consideration.

Entity

"Entity" means any entity upon which a tax is imposed by Tax Code 171.001, including a combined group as defined by Tax Code 171.0001(7) or members of a combined group, provided, however, an entity does not include a sole proprietorship, partnership, or limited liability partnership.

34 TAC 9.1051(1), (2), (3), (7), (10), (12), (20)

Qualified Investment

"Qualified investment" means:

1. Tangible personal property that is first placed in service in this state during the applicable qualifying time period that begins on or after January 1, 2002, without regard to whether the property is affixed to or incorporated into real property, and that is:

    a. Described as Section 1245 property by Section 1245(a), Internal Revenue Code of 1986;

    b. Used in connection with the manufacturing, processing, or fabrication in a cleanroom environment of a semiconductor product, without regard to whether the property is actually located in the cleanroom environment, including integrated systems, fixtures, and piping; all property necessary or adapted to reduce contamination or to control airflow, temperature, humidity, chemical purity, or other environmental conditions or manufacturing tolerances; and production equipment and machinery, moveable cleanroom partitions, and cleanroom lighting;

    c. Used in connection with the operation of a nuclear electric power generation facility, including property, including

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pressure vessels, pumps, turbines, generators, and condensers, used to produce nuclear electric power; and property and systems necessary to control radioactive contamination;

d. Used in connection with operating an integrated gasification combined cycle electric generation facility, including property used to produce electric power by means of a combined combustion turbine and steam turbine application using synthetic gas or another product produced by the gasification of coal or another carbon-based feedstock; or property used in handling materials to be used as feedstock for gasification or used in the gasification process to produce synthetic gas or another carbon-based feedstock for use in the production of electric power in the manner described herein;

e. Used in connection with operating an advanced clean energy project, as defined by Health and Safety Code 382.003; or

2. A building or a permanent, nonremovable component of a building that is built or constructed during the applicable qualifying time period that begins on or after January 1, 2002, and that houses tangible personal property described by items 1a–e above.

Tax Code 313.021(1)

Qualified Property

"Qualified property" means:

1. Land:

a. That is located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303;

b. On which a person proposes to construct a new building or erect or affix a new improvement that does not exist before the date the person submits a complete application for a limitation on appraised value under Tax Code Chapter 313, Subchapter B;

c. That is not subject to a tax abatement agreement entered into by a district under Tax Code Chapter 312; and

d. On which, in connection with the new building or new improvement described by item 1b above, the owner or lessee of, or the holder of another possessory interest in, the land proposes to:

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(1) Make a qualified investment in an amount equal to at least the minimum amount required by Tax Code 313.023; and

(2) Create at least 25 new qualifying jobs, except as provided at Exception below;

2. The new building or other new improvement described by item 1b above; and

3. Tangible personal property:

a. That is not subject to a tax abatement agreement entered into by a district under Tax Code Chapter 312;

b. For which a sales and use tax refund is not claimed under Tax Code 151.3186; and

c. Except for new equipment described in Tax Code 151.318(q) or (q-1), that is first placed in service in the new building, in the newly expanded building, or in or on the new improvement described by item 1b above, or on the land on which that new building or new improvement is located, if the personal property is ancillary and necessary to the business conducted in that new building or in or on that new improvement.

Tax Code 313.021(2); see also 34 TAC 9.1051(16) (additional requirements for "Qualified Property")

Exception

For purposes of Tax Code Chapter 313, Subchapter C, applicable to certain rural districts, a property owner is required to create at least 10 qualifying jobs. *Tax Code 313.051(b)*

Qualifying Job

"Qualifying job" means a permanent full-time job that:

1. Requires at least 1,600 hours of work a year;

2. Is not transferred from one area in this state to another area in this state;

3. Is not created to replace a previous employee;

4. Is covered by a group health benefit plan for which the business offers to pay at least 80 percent of the premiums or other charges assessed for employee-only coverage under the plan, regardless of whether an employee may voluntarily waive the coverage; and

5. Pays at least 110 percent of the county average weekly wage for manufacturing jobs in the county where the job is located.

Tax Code 313.021(3); 34 TAC 9.1051(30)

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To be eligible for a limitation on appraised value under Tax Code Chapter 313, the property owner must create the required number of new qualifying jobs and the average weekly wage for all jobs created that are not qualifying jobs must exceed the county average weekly wage for all jobs in the county where the jobs are located. *Tax Code 313.024(d)*

Waiver of New Jobs Creation Requirement

Notwithstanding any other provision of Tax Code Chapter 313 to the contrary, the board may waive the new jobs creation requirement and approve an application if the board makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application. *Tax Code 313.025(f-1)*

Qualifying Time Period

"Qualifying time period" means:

1. The period that begins on the date that a person's application for a limitation on appraised value under Tax Code Chapter 313 is approved by the board and ends on December 31 of the second tax year that begins after that date, except as provided by items 2 and 3 below or Tax Code 313.027(h);

2. In connection with a nuclear electric power generation facility, the first seven tax years that begin on or after the third anniversary of the date the district approves the property owner's application for a limitation on appraised value, unless a shorter time period is agreed to by the board and the property owner; or

3. In connection with an advanced clean energy project, the first five tax years that begin on or after the third anniversary of the date the district approves the property owner's application for a limitation on appraised value, unless a shorter time period is agreed to by the board and the property owner.

Tax Code 313.021(4)

Substantive Document

"Substantive document" means a document or other information or data in electronic media determined by the comptroller to substantially involve or include information or data significant to an application, the evaluation or consideration of an application, or the agreement or implementation of an agreement for limitation of appraised value pursuant to Tax Code Chapter 313. The term includes, but is not limited to, any application requesting a limitation on appraised value and any amendments or supplements, any economic impact evaluation made in connection with an application, any agreement between applicant and the district and any subsequent amendments or assignments, any district written finding or report filed

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with the comptroller as required under 34 Administrative Code Chapter 9, Subchapter F; and any completed annual eligibility report (Form 50-772A) submitted to the comptroller. The term shall not include any employee names or other personal identifying information that is submitted to the comptroller. Positions can be described by job type, category, or general title. *34 TAC 9.1051(19)*

School District Categories

For purposes of determining the required minimum amount of a qualified investment and the minimum amount of a limitation on appraised value, districts to which Tax Code Chapter 313, Subchapter B applies are categorized according to the taxable value of property in the district for the preceding tax year under Government Code Chapter 403, Subchapter M (comptroller's study of school district property values), as set out in Tax Code 313.022. *Tax Code 313.022(b); 34 TAC 9.1058(d)*

For purposes of determining the required minimum amount of a qualified investment and the minimum amount of a limitation on appraised value, districts to which Tax Code Chapter 313, Subchapter C applies are categorized according to the taxable value of industrial property in the district for the preceding tax year under Government Code Chapter 403, Subchapter M (comptroller's study of school district property values), as set out in Tax Code 313.052. *Tax Code 313.052; 34 TAC 9.1058(d)*

Minimum Amounts of Qualified Investment

For each category of district established by Tax Code 313.022, the minimum amount of a qualified investment is set out in Tax Code 313.023. *Tax Code 313.023*

For each category of district established by Tax Code 313.052, the minimum amount of a qualified investment is set out in Tax Code 313.053. *Tax Code 313.053*

Eligibility

Tax Code Chapter 313, Subchapters B and C apply only to property owned by an entity subject to franchise tax (Tax Code Chapter 171). To be eligible for a limitation on appraised value, the entity must use the property for a purpose stated in Tax Code 313.024.

Exception for Wind-Powered Energy Device

An owner of a parcel of land that is located wholly or partly in a reinvestment zone, a new building constructed on the parcel of land, a new improvement erected or affixed on the parcel of land, or tangible personal property placed in service in the building or improvement or on the parcel of land may not receive a limitation on appraised value for the parcel of land, building, improvement, or tangible personal property under an agreement under Tax Code Chapter 313, Subchapter B that is entered into on or after September 1, 2017, if, on or after that date, a wind-powered energy device is installed or constructed on the same parcel of land at a location

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that is within 25 nautical miles of the boundaries of a military aviation facility located in this state. This prohibition applies regardless of whether the wind-powered energy device is installed or constructed at a location that is in the reinvestment zone.

Tax Code 313.024

Application for Limitation on Appraised Value

The owner or lessee of, or the holder of another possessory interest in, any qualified property may apply to the board for a limitation on the appraised value of the person's qualified property for district maintenance and operations ad valorem tax purposes. An application must be made on the form prescribed by the comptroller, must include the information required by the comptroller, and must be accompanied by:

1. The application fee established by the board;
2. Information sufficient to show that the real and personal property identified in the application as qualified property meets the applicable criteria established by Tax Code 313.021(2); and
3. Any information required by the comptroller for the purposes of Tax Code 313.026 (economic impact evaluation).

Tax Code 313.025(a)

Required Contents and Format

A completed application shall consist of, at a minimum, the items set forth in 34 Administrative Code 9.1053(a)(1) and shall be provided in the formats specified in 34 Administrative Code 9.1053(a)(2).

Optional Requests

An applicant may include in an application:

1. A request that the district waive the applicable requirement to create new jobs. In order for a completed application to include a job waiver request, the applicant shall submit the information specified in 34 Administrative Code 9.1053(b)(1); or
2. A request to begin the qualifying time period on a date that is after the date that the application is approved. In order for a completed application to include a qualifying time period deferral request, the applicant shall submit the information specified in 34 Administrative Code 9.1053(b)(2).

34 TAC 9.1053(a), (b)

Changes

At the request of the district or the comptroller, or with the prior approval of the district and the comptroller, the applicant may submit an application amendment or application supplement at any time

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after the submission of the initial application. In order to be considered as part of the application, the application amendment or supplement shall:

1. Be submitted in the same form or schedule and manner as the information was initially submitted or should have been initially submitted;

2. Include a date for the submission and a sequential number identifying the number of submissions made by the applicant;

3. Have the signature of the authorized representative(s) by which the applicant confirms and attests to the truth and accuracy of the information submitted in the application amendment or supplement, as applicable, to the best knowledge and belief of the applicant and its representative(s); and

4. Be submitted before the 120th day after the application was accepted by the district or within another time period as provided in writing by the comptroller.

34 TAC 9.1053(c)

If a district receives an amended application or a supplemental application from an applicant after the district has prepared or sent written notice that the applicant has submitted a completed application, the district shall either:

1. Reject the amended application, supplemental application, or application, in whole or in part, and discontinue consideration of any submission by the applicant;

2. With the written concurrence of the comptroller, consider the completed application, as amended or supplemented, before the 151st day from the application review start date; or

3. Review the documents submitted by the applicant, issue an amended written notice of a completed application, and present the amended application to the board in the manner and time period authorized by 34 Administrative Code 9.1054(c)(5).

34 TAC 9.1054(e) [See Acting on Completed Application, below]

Confidential Business Information

Information provided to a district in connection with an application for a limitation on appraised value that describes the specific processes or business activities to be conducted or the specific tangible personal property to be located on real property covered by the application shall be segregated in the application from other information in the application and is confidential and not subject to pub-

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lic disclosure unless the board approves the application. Other information in the custody of a district or the comptroller in connection with the application, including information related to the economic impact of a project or the essential elements of eligibility under Tax Code Chapter 313, such as the nature and amount of the projected investment, employment, wages, and benefits, may not be considered confidential business information if the board agrees to consider the application. Information in the custody of a district or the comptroller if the board approves the application is not confidential under this provision. *Tax Code 313.028; 34 TAC 9.1055(a)(1)–(4)*

At the time that the applicant submits its application, application amendment, or application supplement, the applicant may request that all or parts of such document not be posted on the internet and not otherwise be publicly released. In order to make such request, the applicant shall:

1. Submit a written request that:

    a. Specifically lists each document or portion of document and each entry in any form prescribed by the comptroller that the applicant contends is confidential; and

    b. Identifies specific detailed reasons stating why the applicant believes each item listed should be considered confidential and identifies any relevant legal authority in support of the request;

2. Segregate the documents which are subject to the request from the other documents submitted with the application, application amendment, or application supplement that are not subject to the request; and

3. Adequately designate the documents subject to the request as “confidential.”

34 TAC 9.1053(e)

Action on Application

Initial Review

Within seven days of receipt of each document, the district shall submit to the comptroller a copy of the application and the proposed agreement between the applicant and the district. If the applicant submits an economic analysis of the proposed project, the district shall submit a copy of the analysis to the comptroller. In addition, the district shall submit to the comptroller any subsequent revision of or amendment to any of those documents within seven days of receipt. *Tax Code 313.025(a-1); 34 TAC 9.1054(b)*

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Acting on Completed Application

If the board by official action elects to consider an application and determines that the application received is a completed application, the district shall:

1. Provide written notice to the applicant and to the comptroller, with a copy to the appraisal district, that the district has received and will be considering a completed application. The notice shall include:

   a. The date on which the application was received;

   b. The date on which the board elected to consider the application; and

   c. The date on which the district determined that applicant has submitted a completed application;

2. At the time the district provides notice of a completed application, deliver to the comptroller:

   a. A copy of the completed application including all material required by 34 Administrative Code 9.1053(a), and if applicable (b), (Entity Requesting Agreement to Limit Appraised Value); and

   b. A request to the comptroller to provide an economic impact evaluation;

3. If the district maintains a generally accessible internet web site, provide a clear and conspicuous link on its web site to the internet web site maintained by the comptroller where substantive documents for the value limitation application for such district are posted;

4. On request of the comptroller, provide such written documents containing information requested by the comptroller as necessary for the consideration of a limitation on appraised value pursuant to Tax Code Chapter 313 within 20 days of the date of the request.

34 TAC 9.1054(c)(1)–(4)

Economic Impact Evaluation and Certification

The board is not required to consider an application for a limitation on appraised value. If the board elects to consider an application, the board shall deliver a copy of the application to the comptroller and request that the comptroller conduct an economic impact evaluation of the proposed investment. The comptroller shall conduct or contract with a third person to conduct the economic impact evaluation, which shall be completed and provided to the board, along with the comptroller's certificate or written explanation of the decision not to issue a certificate, as soon as practicable but not

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later than the 90th day after the date the comptroller receives the application. The board shall provide to the comptroller or to a third person contracted by the comptroller to conduct the economic impact evaluation any requested information. The board shall provide a copy of the economic impact evaluation to the applicant on request. *Tax Code 313.025(b); 34 TAC 9.1055(d)*

Supplemental application information, amended application information, and additional information requested by the comptroller shall be promptly forwarded to the comptroller within 20 days of the date of the request. On request of the district or applicant, the comptroller may extend the deadline for providing additional information for a period of not more than ten working days. *34 TAC 9.1055(b)(1)(A)–(B)*

After receiving a copy of the application, the comptroller shall determine whether the property meets the requirements for eligibility for a limitation on appraised value. The comptroller shall notify the board of the comptroller's determination and provide the applicant an opportunity for a hearing before the determination becomes final. If the comptroller's determination becomes final, the comptroller is not required to provide an economic impact evaluation of the application or to submit a certificate for a limitation on appraised value of the property or a written explanation of the decision not to issue a certificate, and the board may not grant the application. *Tax Code 313.025(h), (i); 34 TAC 9.1055(b)(3), (c), (d), .1056*

Effect on Instructional Facilities

The comptroller shall promptly deliver a copy of the application to the Texas Education Agency (TEA). TEA shall determine the effect that the applicant's proposal will have on the number or size of the district's instructional facilities and submit a written report containing TEA's determination to the district. The board shall provide any requested information to TEA. Not later than the 45th day after the date TEA receives the application, TEA shall make the required determination and submit the written report to the board. *Tax Code 313.025(b-1)*

Fees

The board by official action shall establish reasonable nonrefundable application fees to be paid by property owners who apply to the district for a limitation on the appraised value of the person's property. The amount of an application fee must be reasonable and may not exceed the estimated cost to the district of processing and acting on an application, including any cost to the district associated with the required economic impact evaluation. *Tax Code 313.031(b); 34 TAC 9.1054(a)*

The total fee shall be paid at the time the application is submitted to the district. Any fees not accompanying the original application shall be considered supplemental payments. *34 TAC 9.1054(a)*

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The comptroller may charge the applicant a fee sufficient to cover the costs of providing the economic impact evaluation. *Tax Code 313.025(b)*

Supplemental Payments

A person and the district may not enter into an agreement under which the person agrees to provide supplemental payments to a district or any other entity on behalf of a district in an amount that exceeds an amount equal to the greater of $100 per student per year in average daily attendance or $50,000 per year, or for a period that exceeds the period beginning with the qualifying time period and ending December 31 of the third tax year after the date the person's eligibility for a limitation under Tax Code Chapter 313 expires. This limit does not apply to amounts described below at item 4 at Contents, Required and item 1 at Contents, Optional. *Tax Code 313.027(i)*

Approval

The board shall approve or disapprove an application not later than the 150th day after the date the application is filed, unless the economic impact evaluation has not been received or an extension is agreed to by the board and the applicant. *Tax Code 313.025(b)*

The board may extend the time period to approve a completed application required only if:

1. Either:
   a. An economic impact analysis has not been submitted to the district by the comptroller; or
   b. By agreement with the applicant; and
2. Notice of the extension is provided to the comptroller within seven days of the decision to provide the extension.

34 TAC 9.1054(d)

Before approving or disapproving an application that the board elects to consider, the board must make a written finding as to any criteria considered by the comptroller in conducting the economic impact evaluation under Tax Code 313.026. The board shall deliver a copy of those findings to the applicant.

The board may approve an application only if the board finds that the information in the application is true and correct, finds that the applicant is eligible for the limitation on the appraised value of the person's qualified property, and determines that granting the application is in the best interest of the district and this state.

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The board may not approve an application unless the comptroller submits to the board a certificate for a limitation on appraised value of the property.

Tax Code 313.025(d-1), (e), (f)

When presented a completed application for which the comptroller has submitted a certificate for a limitation, the board shall either:

1. By majority vote adopt a written resolution approving the application which shall include:

    a. Written findings:

        (1) As to each criterion listed in 34 Administrative Code 9.1055(d)(3)(B)–(D) (Comptroller Application Review and Agreement to Limit Appraised Value);

        (2) As to the criteria required by Tax Code 313.025(f-1) (waiver of new jobs creation requirement) if applicable;

        (3) That the information in the application is true and correct; and

        (4) That the applicant is eligible for the limitation on the appraised value of the entity's qualified property;

    b. A determination that granting the application is in the best interest of the district and this state; and

    c. Designate and direct a representative of the board to execute the agreement for property tax limitation presented by the approved applicant that complies with 34 Administrative Code Chapter 9, Subchapter F and Tax Code Chapter 313;

2. By majority vote disapprove the application; or

3. Take no official action and the application shall be considered disapproved on the 151st day after the application review start date.

34 TAC 9.1054(c)(5), (f)

In determining whether to approve an application, the board is entitled to request and receive assistance from the comptroller, the Texas Economic Development and Tourism Office, the Texas Workforce Investment Council, and the Texas Workforce Commission. The Texas Economic Development and Tourism Office or its successor may recommend that a district approve an application under Tax Code Chapter 313. In determining whether to approve an

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application, the board shall consider any recommendation made by the Texas Economic Development and Tourism Office or its successor. *Tax Code 313.025(c), (g)*

Continued Eligibility

In order to obtain and continue to receive a limitation on appraised value pursuant to Tax Code Chapter 313, an applicant shall:

1. Have a completed application approved by the board in compliance with 34 Administrative Code 9.1054(f) (School District Application Review and Agreement to Limit Appraised Value);

2. At least 30 days prior to the meeting at which the board is scheduled to consider the application, provide to the district and the comptroller a Texas Economic Development Act Agreement, as specified in 34 Administrative Code 9.1052(a)(6~~),~~**) [now 9.1052(a)(4)],** with terms acceptable to the applicant;

3. If the applicant includes a combined group or members of the combined group, have the agreement executed by the authorized representative of each member of the combined group that owns a direct interest in property subject to the proposed agreement by which such members are jointly and severally liable for the performance of the stipulations, provisions, terms, and conditions of the agreement;

4. Comply with all stipulations, provisions, terms, and conditions of the agreement for a limitation on appraised value executed with the district, 34 Administrative Code Chapter 9, Subchapter F, and Tax Code Chapter 313;

5. Be and remain in good standing under the laws of this state and maintain legal status as an entity;

6. Owe no delinquent taxes to the state;

7. Maintain eligibility for limitation on appraised value pursuant to Tax Code Chapter 313;

8. Provide to the district, the comptroller, and the appraisal district any change to information provided in the application, including but not limited to changes of the authorized representative(s); changes to the location and contact information for the approved applicant including all members of the combined group participating in the limitation agreement; and copies of any valid assignments of the agreement and contact information for authorized representative(s) of any assignees; and

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9. Within 30 days after filing a completed application with the district, provide the comptroller with estimates of the gross tax benefit resulting from the requested limitation on appraised value for school district maintenance and operations ad valorem tax and future revenues from the qualified property.

34 TAC 9.1053(f)

Agreement

No later than 20 business days after receiving an agreement for limitation on appraised value acceptable to an applicant, the comptroller:

1. Shall review the agreement for compliance with Tax Code Chapter 313 and the applicable rules (34 Administrative Code 9.1051–.1060), and consistency with the application submitted to the comptroller and as amended or supplemented;

2. May amend or withdraw the comptroller certificate for a limitation if the comptroller determines that the agreement as submitted by the applicant does not comply with Tax Code Chapter 313 or the applicable rules or that the agreement contains provisions that are not consistent with or represents information significantly different from that presented in the application as submitted to the comptroller; and

3. Provide written notification to the district of the actions taken.

34 TAC 9.1055(e)

The board and the property owner shall enter into a written agreement for the implementation of the limitation on appraised value on the owner's qualified property. *Tax Code 313.027(d); 34 TAC 9.1054(g), .1060*

Limitation on Appraised Value

If the person's application is approved by the board, the appraised value for district maintenance and operations ad valorem tax purposes of the person's qualified property as described in the agreement between the person and the district may not exceed the lesser of:

1. The market value of the property; or

2. Subject to the minimum limitation amount below, the amount agreed to by the board.

Minimum Limitation

The amount agreed to by the board must be an amount in accordance with Tax Code 313.027(b), according to the category to which the district belongs. [See School District Categories, above] A district, regardless of category, may agree to a greater amount.

Tax Code 313.027(a), (b), (c)

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For a district to which Tax Code Chapter 313, Subchapter C applies, the amount agreed to by the board must be an amount in accordance with Tax Code 313.054, according to the category to which the district belongs. [See School District Categories, above] A district, regardless of category, may agree to a greater amount. *Tax Code 313.054*

Contents

Required

The agreement must:

1. Provide that the limitation applies for a period of ten years;
2. Specify the beginning date of the limitation, which must be January 1 of the first tax year that begins after the application date, the qualifying time period, or the date commercial operations begin at the site of the project;
3. Describe with specificity the qualified investment that the person will make on or in connection with the person's qualified property that is subject to the limitation; other property of the person that is not specifically described in the agreement is not subject to the limitation unless the board, by official action, provides that the other property is subject to the limitation;
4. Incorporate each relevant provision of Tax Code Chapter 313, Subchapter B, and, to the extent necessary, include provisions for the protection of future district revenues through the adjustment of the minimum valuations, the payment of revenue offsets, and other mechanisms agreed to by the property owner and the district;
5. Require the property owner to maintain a viable presence in the district for at least five years after the date the limitation on appraised value of the owner's property expires;
6. Provide for the termination of the agreement, the recapture of ad valorem tax revenue lost as a result of the agreement if the owner of the property fails to comply with the terms of the agreement, and payment of a penalty or interest, or both, on that recaptured ad valorem tax revenue;
7. Specify the ad valorem tax years covered by the agreement;
8. Be in a form approved by the comptroller; and
9. Disclose any consideration promised in conjunction with the application and the limitation.

Tax Code 313.027(a-1), (e), (f), (j)

Optional

The agreement may:

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1. Provide that the property owner will protect the district in the event the district incurs extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project.

2. Specify any conditions the occurrence of which will require the district and the property owner to renegotiate all or any part of the agreement.

3. Provide for a deferral of the date on which the qualifying time period for the project is to commence or, subsequent to the date the agreement is entered into, be amended to provide for such a deferral. The agreement may not provide for the deferral of the date on which the qualifying time period is to commence to a date later than January 1 of the fourth tax year that begins after the date the application is approved except that if the agreement is one of a series of agreements related to the same project, the agreement may provide for the deferral of the date on which the qualifying time period is to commence to a date not later than January 1 of the sixth tax year that begins after the date the application is approved.

Tax Code 313.027(f), (h)

If an agreement for limitation on appraised value includes a provision in which the qualifying time period starts more than one year after the date that the application is approved, no earlier than 180 days and no later than 90 days prior to the start of the deferred qualifying time period:

1. The district shall provide the comptroller:

   a. Copies of any documents or other information received from the applicant; and

   b. After reviewing documents and information provided by the applicant, either:

      (1) A written acknowledgment of receiving the application amendment or supplement; or

      (2) A statement that no such amendment or supplement has been submitted; and

2. If the comptroller provides:

   a. A comptroller certificate for a limitation with conditions different from the existing agreement, the board shall

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hold a meeting and determine whether to amend the agreement to include the conditions required by the comptroller or terminate the agreement; or

b. A written explanation of the comptroller's decision not to re-issue a certificate, the district shall terminate the agreement.

34 TAC 9.1054(h), .1055(g)

Compliance and Enforcement

The district shall provide to the comptroller any documents that reasonably appear to be substantive documents, and, within seven days of executing the agreement, a copy of the executed agreement and any attachments thereto. The district shall provide a copy of the executed agreement to the appraisal district.

The district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement for limitation of the appraised value, 34 Administrative Code Chapter 9, Subchapter F, and Tax Code Chapter 313. To determine and obtain compliance with each agreement, for each calendar year during the term of the agreement the district shall require the approved applicant to submit:

1. Either the information necessary to complete the annual eligibility report, or a completed annual eligibility report;
2. A completed job creation compliance report (Form 50-825); and
3. Any information required by the state auditor office or its designee.

34 TAC 9.1054(i)

Disclosure of Appraised Value Limitation Information

If a district maintains a generally accessible internet website, the district shall maintain a link on its internet website to the area of the comptroller's internet website where information on each of the district's agreements to limit appraised value is maintained. *Tax Code 313.0265(c)*

Accessibility of Documents

Any documents submitted in an electronic format (including searchable pdfs) to the comptroller must comply with the accessibility standards and specifications described in 1 Administrative Code Chapters 206 and 213. *34 TAC 9.1055(a)(5)*

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Note: For legal requirements applicable to purchases with federal funds, see CBB.

For required vendor disclosures and contract provisions, including prohibitions, see CHE.

For provisions pertaining to criminal history record information on contractors, see CJA.

For legal requirements related to energy savings performance contracts, see CL.

For information on procuring school buses, see CNB.

For legal requirements applicable to school nutrition procurement, including produce, with federal funds, see COA.

For information regarding construction of school facilities, see CV series.

Board Authority

The board may adopt rules and procedures for the acquisition of goods and services. *Education Code 44.031(d)*

Delegation of Authority

The board may, as appropriate, delegate its authority regarding an action authorized or required by Education Code Chapter 44, Subchapter B, to be taken by a district to a designated person, representative, or committee.

The board may not delegate the authority to act regarding an action authorized or required to be taken by the board by Education Code Chapter 44, Subchapter B.

Disaster Delegation

Notwithstanding any other provision of the Education Code, in the event of a catastrophe, emergency, or natural disaster affecting a district, the board may delegate to the superintendent or designated person the authority to contract for the replacement, construction, or repair of school equipment or facilities under Education Code Chapter 44, Subchapter B if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff.

Education Code 44.0312

Purchases Valued at or Above $50,000

Methods

Except as provided by Education Code Chapter 44, Subchapter B, all district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at $50,000 or more in the aggregate for each 12-month period, shall be made by the method, of the following methods, that provides the best value for a district:

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1. Competitive bidding for services other than construction services.
2. Competitive sealed proposals for services other than construction services.
3. A request for proposals for services other than construction services.
4. An interlocal contract.
5. A method provided by Government Code Chapter 2269 for construction services [see CV series];
6. The reverse auction procedure as defined by Government Code 2155.062(d).
7. The formation of a political subdivision corporation under Local Government Code 304.001 (purchase of electricity).

Education Code 44.031(a)

Exceptions

Emergency Damage or Destruction

If school equipment, a school facility, or a part of a school facility or personal property is destroyed or severely damaged or, as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure, and the board determines that the delay posed by the methods provided for in Education Code 44.031 would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or the part of the school facility may be made by methods other than those required by Education Code 44.031. *Education Code 44.031(h)*

Sole Source

Without complying with Education Code 44.031(a) above, a district may purchase an item that is available from only one source, including:

1. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly.
2. A film, manuscript, or book.
3. A utility service, including electricity, gas, or water.
4. A captive replacement part or component for equipment.

The exceptions above do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

Education Code 44.031(j)–(k)

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Competitive Bidding

Except to the extent prohibited by other law and to the extent consistent with Education Code Chapter 44, Subchapter B, a district may use competitive bidding to select a vendor as authorized by Education Code 44.031(a)(1).

A district shall award a competitively bid contract at the bid amount to the bidder offering the best value for the district. In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria. The selection criteria may include the factors listed in Education Code 44.031(b) [see Contract Selection Factors, below].

Except as provided below, Local Government Code Chapter 271, Subchapter B (Competitive Bidding on Certain Public Works Contracts) does not apply to a competitive bidding process under this policy.

Local Government Code Sections 271.026 (Opening of Bids), 271.027(a) (Award of Contract), and 271.0275 (Safety Record of Bidder Considered) apply to a competitive bidding process under Education Code Chapter 44, Subchapter B. [See CVA for these requirements.]

Education Code 44.0351

[For information on additional competitive procedures under the Public Property Finance Act, see CHH.]

Competitive Sealed Proposals

In selecting a vendor through competitive sealed proposals as authorized by Education Code 44.031(a)(2), a district shall follow the procedures prescribed below.

Request for Proposals

The district shall prepare a request for competitive sealed proposals that includes information that vendors may require to respond to the request. The district shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

Opening Proposals

The district shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. Not later than the 45th day after the date on which the proposals are opened, the district shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Selection

The district shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation. The district shall first attempt to negotiate a contract with the selected offeror. The district may discuss with the selected

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offeror options for a scope or time modification and any price change associated with the modification. If the district is unable to negotiate a satisfactory contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

Education Code 44.0352

Interlocal Contracts

"Interlocal contract" means a contract or agreement made under Government Code Chapter 791 (Interlocal Cooperation Act). A district may contract or agree with another local government or a federally recognized Indian tribe, as listed by the U.S. secretary of the interior under 25 U.S.C. 479a-1, whose reservation is located within the boundaries of this state to perform governmental functions and services in accordance with Government Code Chapter 791. A district may agree with another local government and with the state or a state agency, including the comptroller, to purchase goods and services. *Gov't Code 791.003(2), .011(a), .025(a)*

An interlocal contract must:

1. Be authorized by the governing body of each party to the contract;
2. State the purpose, terms, rights, and duties of the contracting parties; and
3. Specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract. An interlocal contract may be renewed. Notwithstanding item 2 above, an interlocal contract may have a specified term of years.

Gov't Code 791.011(d)–(f), (i)

A district may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or

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maintenance of the goods. This provision does not apply to services provided by firefighters, police officers, or emergency medical personnel. *Gov't Code 791.025(b)*

A district that purchases goods and services under Government Code 791.025 satisfies the requirement to seek competitive bids for the purchase of the goods and services. *Gov't Code 791.025(c); Atty. Gen. Op. JC-37 (1999)*

Reverse Auction

A district that uses the reverse auction procedure must include in the procedure a notice provision and other provisions necessary to produce a method of purchasing that is advantageous to the district and fair to vendors. *Local Gov't Code 271.906(b)*

"Reverse auction procedure" means:

1. A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or

2. A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services.

Gov't Code 2155.062(d)

Site-Based Purchasing

If a purchase is made at the campus level in a district with a student enrollment of 180,000 or more that has formally adopted a site-based decision-making plan under Education Code Subchapter F, Chapter 11 [see BQ series], that delegates purchasing decisions to the campus level, Education Code 44.031 applies only to the campus and does not require the district to aggregate and jointly award purchasing contracts. A district that adopts site-based purchasing under this provision shall adopt a policy to ensure that campus purchases achieve the best value to the district and are not intended or used to avoid the requirement that a district aggregate purchases under Education Code 44.031(a). *Education Code 44.031(m)*

Contract Selection Factors

Except as provided by Education Code Chapter 44, Subchapter B, in determining to whom to award a contract, the district shall consider:

1. The purchase price.

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2. The reputation of the vendor and of the vendor's goods or services.
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the district's needs.
5. The vendor's past relationship with the district.
6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.
7. The total long-term cost to the district to acquire the vendor's goods or services.
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the 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.
9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b)

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153. *Education Code 44.031(b-1)*

The factors listed above are the only criteria that may be considered by a district in its decision to award a contract. *R.G.V. Vending v. Weslaco Indep. Sch. Dist., 995 S.W.2d 897 (Tex. App.—Corpus Christi 1999, no pet.)*

Preferences

Agricultural Products

A district that purchases agricultural products shall give preference to those produced, processed, or grown in Texas if the cost to the district is equal and the quality is equal. If agricultural products produced, processed, or grown in Texas are not equal in cost and quality to other products, the district shall give preference to agricultural products produced, processed, or grown in other states of the United States, if the cost and quality of the U.S. and foreign products are equal.

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"Agricultural products" includes textiles and other similar products.

"Processed" means canning, freezing, drying, juicing, preserving, or any other act that changes the form of a good from its natural state to another form.

A district may not adopt product purchasing specifications that unnecessarily exclude agricultural products produced, processed, or grown in Texas.

Vegetation for Landscaping

A district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the district is equal and the quality is equal.

Education Code 44.042

[For legal requirements applicable to school nutrition procurement, including produce and agricultural products, with federal funds, see COA.]

Recycled Products

A district shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. *30 TAC 328.203*

Subchapter K of 30 Administrative Code (Governmental Entity Recycling and Purchasing of Recycled Materials) does not apply to a district with a student enrollment of less than 10,000 students. *30 TAC 328.204(a)*

A district regularly shall review and revise its procurement procedures and specifications for the purchase of goods, supplies, equipment, and materials in order to:

1. Eliminate procedures and specifications that explicitly discriminate against products made of recycled materials;
2. Encourage the use of products made of recycled materials; and
3. Ensure to the maximum extent economically feasible that the district purchases products that may be recycled when they have served their intended use.

In developing new procedures and specifications, the district shall encourage the use of recycled products and products that may be recycled or reused.

Health and Safety Code 361.426(b)–(c)

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Bidder's Place of Business

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code Section 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. 153. *Education Code 44.031(b-1)*

Notice Publication

Notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received and opened shall be published in the county in which the district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications. If there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which a district's central administrative office is located. In a two-step procurement process, the time and place where the second-step bids, proposals, or responses will be received are not required to be published separately. *Education Code 44.031(g)*

Electronic Bids or Proposals

A district may receive bids or proposals under Education Code Chapter 44 through electronic transmission if the board adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Notwithstanding any other provision of Education Code Chapter 44, an electronic bid or proposal is not required to be sealed. A provision of Education Code Chapter 44 that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted by the board.

Education Code 44.0313

Right to Work

While a district is engaged in procuring goods and services or awarding a contract, or overseeing procurement or construction for a public work or public improvement, a district:

1. May not consider whether a vendor is a member of or has another relationship with any organization; and

2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

Education Code 44.043

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Contract with Person Indebted to District

The board by resolution may establish regulations permitting the district to refuse to enter into a contract or other transaction with a person indebted to the district. It is not a violation of Education Code Chapter 44, Subchapter B (Purchases; Contracts) for a district, under regulations adopted under this provision, to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the district.

"Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the district requiring approval by the board.

Education Code 44.044

Out-of-State Bidders

A district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. *Gov't Code 2252.002*

This requirement does not apply to a contract involving federal funds. A district shall use the information published by the comptroller under Government Code 2252.003 (Publication of Other State's Laws on Contracts) to evaluate the bid of a nonresident bidder. A district may rely on information published under Government Code 2252.003 to meet the requirements of Government Code 2252.002. *Gov't Code 2252.003–.004*

"Governmental contract" means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Gov't Code 2252.001

Professional Services

Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect, attorney, certified public accountant, engineer, or fiscal agent. A district may, at its option, contract for professional services rendered

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by a financial consultant or a technology consultant in the manner provided by Government Code 2254.003 (Professional Services Procurement Act) (see below), in lieu of the methods provided by Education Code 44.031. *Education Code 44.031(f)*

Professional Services Procurement Act

Selection

A district may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. *Gov't Code 2254.003(a)*

Definition

"Professional services" means services:

1. Within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science;

2. Provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, architect, landscape architect, land surveyor, physician, optometrist, professional engineer, state-certified or state-licensed real estate appraiser, registered nurse, or a forensic analyst or forensic science expert; or

3. Provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Occupations Code Chapter 1053.

Gov't Code 2254.002

[For specific information on procuring architectural or engineering services, see CV. For information on procuring services of physicians, optometrists, and registered nurses under certain circumstances, see Government Code 2254.008.]

Contingent Fee Contract for Legal Services

"Contingent fee contract" means a contract for legal services under which the amount or the payment of the fee for the services is contingent in whole or in part on the outcome of the matter for which the services were obtained. The term includes an amendment to a contract for legal services described by this provision if the amendment changes the scope of representation or may result in the filing of an action or the amending of a petition in an existing action. *Gov't Code 2254.101(2)*

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Government Code Chapter 2254, Subchapter C provides the manner in which and the situations under which a district may compensate a public contractor under a contingent fee for legal services. That subchapter does not apply to a contract for legal services:

1. Provided to a district under Government Code Chapter 403, Subchapter M; or
2. Entered into by a district for the collection of an obligation, as defined by Government Code 2107.001, that is delinquent [see CCGA(LEGAL) regarding delinquent tax collection] or for services under Government Code 1201.027 [see CCA(LEGAL) regarding issuance of public securities], except that Government Code sections 2254.1032, 2254.1034, 2254.1036, and 2254.1037 do apply to the contract.

Gov't Code 2254.102

A district may select an attorney or law firm to award a contingent fee contract only in accordance with Government Code 2254.003(a) (Professional Services Procurement Act) [see Selection, above] and Government Code 2254.1032.

In procuring legal services under a contingent fee contract, a district shall:

1. Select a well-qualified attorney or law firm on the basis of demonstrated competence, qualifications, and experience in the requested services; and
2. Attempt to negotiate a contract with that attorney or law firm for a fair and reasonable price.

Gov't Code 2254.1032

Specific Purchases

Computers

A district may acquire computers and computer-related equipment, including computer software, through the Department of Information Resources (DIR) under contracts entered into in accordance with Government Code Chapter 2054 or 2157. *Education Code 44.031(i)*

Automated Information System

A district may purchase an automated information system using the purchasing method described by Government Code 2157.068 for commodity items or a purchasing method designated by the comptroller to obtain the best value for the state, including a request for offers method. A district that purchases an item using a method described above satisfies any state law requiring the district to seek competitive bids for the purchase of the item. *Gov't Code 2157.006; 34 TAC 20.~~391~~222* [See 1 Administrative Code Chapter 212 for rules related to purchases of commodity items.]

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Automated External Defibrillators

A district that purchases or leases an automated external defibrillator (AED), as defined by Health and Safety Code 779.001, shall ensure that the AED meets standards established by the federal Food and Drug Administration. *Education Code 44.047(a)*

Insurance

A contract for the purchase of insurance is not a contract for professional services. A district must award such a contract using one of the methods in Education Code 44.031. *Atty. Gen. Op. DM-418 (1996)*

Multiyear Contracts

A district may execute an insurance contract for a period longer than 12 months, if the contract complies with Local Government Code 271.903(a) [see Commitment of Current Revenue, below]. If a district executes a multiyear insurance contract, it need not advertise for insurance vendors until the 12-month period during which the district will be executing a new insurance contract. *Atty. Gen. Op. DM-418 (1996)*

Other Purchasing Methods

State Purchasing Program

The comptroller shall establish a program by which the comptroller performs purchasing services for local governments. The services must include:

1. The extension of state contract prices to participating local governments when the comptroller considers it feasible.
2. Solicitation of bids on items desired by local governments if the solicitation is considered feasible by the comptroller and is desired by the local government.
3. Provision of information and technical assistance to local governments about the purchasing program.

The comptroller may charge a participating local government an amount not to exceed the actual costs incurred by the comptroller in providing purchasing services to the local government under the program.

Local Gov't Code 271.082

District Participation

A district may participate in the purchasing program, including participation in purchases that use the reverse auction procedure, by filing with the comptroller a resolution adopted by the board requesting that the district be allowed to participate on a voluntary basis, and to the extent the comptroller deems feasible, and stating that the district will:

1. Designate an official to act for the district in all matters relating to the program, including the purchase of items from the vendor under any contract, and that the board will direct the decisions of the representative;

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2. Be responsible for:

   a. Submitting requisitions to the comptroller under any contract; or

   b. Electronically sending purchase orders directly to vendors, or complying with procedures governing a reverse auction purchase, and electronically sending to the comptroller reports on actual purchases made under this provision that provide the information and are sent at the times required by the comptroller;

3. Be responsible for making payment directly to the vendor;

4. Be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased item.

A district that purchases an item under a state contract or under a reverse auction procedure, sponsored by the comptroller satisfies any state law requiring the district to seek competitive bids for the purchase of the item.

Local Gov't Code 271.083

Multiple Award Contract Schedule

The comptroller shall develop a schedule of multiple award contracts that have been previously awarded using a competitive process by the federal government or any other governmental entity in any state. *Gov't Code 2155.502(a)*

A district may purchase goods or services directly from a vendor under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I. A district contracting for the purchase of an automated information system under a contract listed on a schedule shall comply with Government Code 2157.068(e-1) (Purchase of Information Technology Commodity Items) [see Automated Information System, above]. A purchase authorized by this provision satisfies any requirement of state law relating to competitive bids or proposals.

The price listed for a good or service under a multiple award contract is a maximum price. A district may negotiate a lower price for goods or services under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I.

Gov't Code 2155.504

Cooperative Purchasing Program

A district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A district that is participating in a cooperative purchasing program may sign

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an agreement with another participating local government or a local cooperative organization stating that the district will:

1. Designate a person to act under the direction of, or on behalf of, the district in all matters relating to the program;
2. Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under these provisions, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
3. Be responsible for the vendor's compliance relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

A district that purchases goods or services under these provisions satisfies any state law requiring the district to seek competitive bids for the purchase of the goods or services.

Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)

Cooperative Purchasing Contract Fees

A district that enters into a purchasing contract valued at $25,000 or more under Education Code 44.031(a)(5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract.

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item. The commissioner of education may audit the written report.

Education Code 44.0331

Commitment of Current Revenue

If a contract for the acquisition, including lease, of real or personal property retains to the board the continuing right to terminate at the expiration of each budget period during the term of the contract, is conditioned on a best efforts attempt by the board to obtain and appropriate funds for payment of the contract, or contains both the continuing right to terminate and the best efforts conditions, the contract is a commitment of a district's current revenue only. *Local Gov't Code 271.903*

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Change Orders For provisions regarding change orders, see CV.

Criminal Offenses An officer, employee, or agent of a district commits an offense if the person with criminal negligence makes or authorizes separate, sequential, or component purchases to avoid the requirements of Education Code 44.031(a) or (b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude.

"Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be made in one purchase. "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be made in one purchase. "Sequential purchases" means purchases, made over a period, of items that in normal purchasing practices would be made in one purchase.

Education Code 44.032(a)–(b)

An officer, employee, or agent of a district commits an offense if the person with criminal negligence violates Education Code 44.031(a) or (b) other than by conduct described by Education Code 44.032(b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude. *Education Code 44.032(c)*

An officer or employee of a district commits an offense if the officer or employee knowingly violates Education Code 44.031, other than by conduct described by Education Code 44.032(b) or (c). An offense under this provision is a Class C misdemeanor. *Education Code 44.032(d)*

Removal from Office The final conviction of a person other than a trustee of a district for an offense under Education Code 44.032(b) or (c) above results in the immediate removal from office or employment of that person. A trustee who is convicted of an offense under Education Code 44.032 is considered to have committed official misconduct for purposes of Local Government Code Chapter 87, and is subject to removal as provided by that chapter and Texas Constitution Article V, Section 24. For four years after the date of the final conviction, the removed person is ineligible to be a candidate for or to be appointed or elected to a public office in Texas, is ineligible to be employed by or act as an agent for the state or a political subdivision of the state, and is ineligible to receive any compensation through a contract with the state or a political subdivision of the state. *Education Code 44.032(e)*

Injunction A court may enjoin performance of a contract made in violation of Education Code Chapter 44, Subchapter B. A county attorney, district attorney, criminal district attorney, citizen of the county in which

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the district is located, or any interested party may bring an action for an injunction. A party who prevails in an action brought under this provision is entitled to reasonable attorney's fees as approved by the court. *Education Code 44.032(f)*

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Reduction of Energy Consumption

The board shall establish a long-range energy plan to reduce the district's annual electric consumption by five percent beginning with the 2008 state fiscal year and consume electricity in subsequent fiscal years in accordance with the district's energy plan. The plan must include:

1. Strategies for achieving energy efficiency that:
   a. Result in net savings for the district; or
   b. Can be achieved without financial cost to the district; and
2. For each strategy identified above, the initial, short-term capital costs and lifetime costs and savings that may result from implementation of the strategy.

A strategy for achieving energy efficiency includes facility design and construction.

In determining whether a strategy may result in financial cost to the district, the board shall consider the total net costs and savings that may occur over the seven-year period following implementation of the strategy.

The board may submit the plan to the State Energy Conservation Office for the purposes of determining whether funds available through loan programs administered by the office or tax incentives administered by the state or federal government are available to the district. The board may not disallow any proper allocation of incentives.

Education Code 44.902

Energy Savings Performance Contracts

"Energy savings performance contract" has the meaning assigned by Local Government Code 302.001.

Each energy or water conservation measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. An energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which the public water supply system officials do not have sanitary control, to be returned to the potable water supply.

The board may enter into energy savings performance contracts only with persons who are experienced in the design, implementation, and installation of the energy or water conservation measures addressed by the contract.

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Government Code Chapter 2269 (Contracting and Delivery Procedures for Construction Projects) does not apply to energy savings performance contracts.

Performance Bond

Before entering an energy savings performance contract, the board shall require the provider of the energy or water conservation measures to file with the board a payment and performance bond relating to the installation of the measures in accordance with Government Code Chapter 2253 (Public Work Performance and Payment Bonds). The board may also require a separate bond to cover the value of the guaranteed savings on the contract.

Financing

An energy savings performance contract may be financed:

1. Under a lease/purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing.
2. With the proceeds of bonds.
3. Under a contract with the provider of the energy or water conservation measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.

Notwithstanding other law, the board may use any available money to pay the provider of the energy or water conservation measures under these provisions, and the board is not required to pay for such costs solely out of the savings realized by the district under an energy savings performance contract. The board may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.

An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation measures to guarantee the amount of the savings to be realized by the district under the contract. If the term of an energy savings performance contract exceeds one year, the district's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy, water, wastewater, and operating cost savings, including electrical, gas, water, wastewater, or other utility cost savings and operating cost savings resulting from the measures as determined by the district, divided by the number of years in the contract term.

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Contract Procurement

An energy savings performance contract shall be let according to the procedures established for professional services by Government Code 2254.004 (the Professional Services Procurement Act). [See CH] Notice of the request for qualifications shall be published in the manner provided for competitive bidding.

Cost Savings Review

Before entering into an energy savings performance contract, the board must require that the cost savings projected by an offeror be reviewed by a licensed professional engineer who has a minimum of three years of experience in energy calculation and review, is not an officer or employee of an offeror for the contract under review, and is not otherwise associated with the contract. In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. Occupations Code 1001.053 and 1001.407 (Texas Engineering Practice Act) apply to work performed under the contract.

Education Code 44.901

Recycling Program

A district shall:

1. Establish a program for the separation and collection of all recyclable materials generated by the district's operations.
2. Provide procedures for collecting and storing recyclable materials, containers for recyclable materials, and procedures for making contractual or other arrangements with buyers of recyclable materials.
3. Evaluate the amount of recyclable material recycled and modify the recycling program as necessary to ensure that all recyclable materials are effectively and practicably recycled.
4. Establish educational and incentive programs to encourage maximum employee participation.

Health and Safety Code 361.425; 30 TAC 328.202

Exemptions

These provisions do not apply to a school district with a student enrollment of less than 10,000 students.

A district may exclude one or more recyclable materials from their program if the Texas Commission on Environmental Quality (TCEQ) finds that:

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1. A recycling program for a recyclable material is not available through their solid waste provider; or
2. The inclusion of a recyclable material would create a hardship.

A district may request additional consideration from TCEQ if compliance with these provisions would create a hardship.

30 TAC 328.204

Definitions

"Hardship" means a circumstance that causes unreasonable burden on the governmental entity.

"Recyclable material" means a material generated by the entity's operations, including aluminum, steel containers, aseptic packaging and polycoated paperboard cartons, high-grade office paper, and corrugated cardboard.

30 TAC 328.201(2), (3)

Pools

Generally

For required public pool sanitation and safety standards, see Health and Safety Code 341.064 and .0645 and 25 Administrative Code 265.181–.~~211~~**198**.

Drains

Each public pool and spa shall comply with the drain cover standards found at 15 U.S.C. Section 8003. "Public pool and spa'' means a swimming pool or spa that is open to the public generally, whether for a fee or free of charge. *15 U.S.C. 8003*

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Safety Rules

The board may adopt rules for the safety and welfare of students, employees, and property and other rules it considers necessary to carry out Education Code Chapter 37, Subchapter D (Protection of Buildings and Grounds) and the governance of the district, including rules providing for the operation and parking of vehicles on school property. *Education Code 37.102(a)* [See also CLC]

Identification and Right to Reject

Identification may be required of any person on school property. A school administrator, school resource officer, or district peace officer may refuse to allow a person to enter on or may eject a person from property under the district's control in accordance with Education Code 37.105. *Education Code 37.105(a), (b)* [See GKA]

Human Trafficking Warning Signs

Each ~~public~~ school shall post warning signs of the increased penalties for trafficking of persons under Penal Code 20A.02(b-1)(2) at the following locations:

1. Parallel to and along the exterior boundaries of the school's premises;
2. At each roadway or ~~other~~ way of access to the premises;
3. For premises not fenced, at least every five hundred feet along the exterior boundaries of the premises;
4. At each entrance to the premises **and building**; and
5. At conspicuous places reasonably likely to be viewed by all persons entering the premises.

Education Code 37.086(b~~)~~); 19 TAC 61.1053(b)

Each warning sign must:

1. Describe the offense of trafficking in persons as provided under Penal Code 20A.02(a). The sign must emphasize that an offense under Penal Code 20A.02, is a felony of the first degree punishable by imprisonment in the Texas Department of Criminal Justice for life or for a term of not more than 99 years or less than 25 years if it is shown on the trial of the offense that the actor committed the offense in a location that was:

a. On the premises of or within 1,000 feet of the premises of a school; or

b. On premises or within 1,000 feet of premises where:

(1) An official school function was taking place; or

(2) An event sponsored or sanctioned by the University Interscholastic League was taking place;

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2. Be written in English and Spanish;

3. Be at least 8.5 by 11 inches in size; and

4. Be properly maintained to ensure readability and protection from the elements for outdoor signs.

Education Code 37.086(c); 19 TAC 61.1053(c)

"School" means a public or private primary or secondary school. "Premises" means real property and all buildings and appurtenances pertaining to the real property. ***Education Code 37.086(a); 19 TAC 61.1053(a);*** *Health and Safety Code 481.134~~; Education Code 37.086(a)(1)~~*

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Buildings

A school building must be located on grounds that are well-drained and maintained in a sanitary condition. A school building must be properly ventilated and provided with an adequate supply of drinking water, an approved sewage disposal system, handwashing facilities, a heating system, and lighting facilities that conform to established standards of good public health engineering practices.

Lunchrooms

A school lunchroom must comply with state food and drug regulations.

Custodial Services

A school building and its appurtenances shall be maintained in a sanitary manner. A full-time building custodian or janitor shall know the fundamentals of safety and school sanitation.

Health and Safety Code 341.065

Structural Pest Control

A district may obtain pest control services for school buildings only by:

1. Contracting with a person who holds a license to perform the services; or
2. Requiring a district employee who is licensed as a certified noncommercial applicator or technician to perform the services.

Occupations Code 1951.459

Integrated Pest Management Program

Each district shall establish, implement, and maintain an integrated pest management (IPM) program. An IPM program is a regular set of procedures for preventing and managing pest problems using an integrated pest management strategy. The school district is responsible for each IPM coordinator's compliance with the regulations in 4 Administrative Code 7.201–.205 (Division 7). *Occupations Code 1951.212; 4 TAC 7.201*

Definitions

"Integrated pest management" means a pest management strategy that relies on multiple pest control tactics, including the judicious use of pesticides, informed by accurate identification and scientific knowledge of pests, reliable monitoring methods to assess pest presence, preventative measures to avoid pest infestations, and thresholds to determine when corrective control measures are needed. *4 TAC 7.114(13)*

"Area of common access" means an area that an individual is likely to be present in or at on a regular basis, such as a building entranceway, mailboxes, laundry rooms, beverage machines, building bulletin boards, hallways, etc. *4 TAC 7.114(3)*

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IPM Program Requirements

The IPM program shall contain these essential elements:

1. A board-approved IPM policy, stating the district's commitment to follow integrated pest management guidelines in all pest control activities that take place on district property. The IPM policy statement shall include:

   a. A definition of IPM consistent with this section;

   b. A reference to Texas laws and rules governing pesticide use and IPM in public schools;

   c. Information about who can apply pesticides on school district property; and

   d. Information about designating, registering, and required training for the district's IPM coordinator. The superintendent and IPM coordinator shall maintain a copy of the policy.

2. A monitoring program to determine when pests are present and when pest problems are severe enough to justify corrective action;

3. The preferential use of lower risk pesticides and the use of non-chemical management strategies to control pests, rodents, insects, and weeds;

4. A system for keeping records of facility inspection reports, pest-related work orders, pest control service reports, pesticide applications, and pesticide complaints;

5. A plan for educating and informing district employees about their roles in the IPM program; and

6. Written guidelines that identify thresholds for when pest control actions are justified.

4 TAC 7.201(1)

IPM Coordinator

The superintendent shall appoint an IPM coordinator to implement the district's IPM program. Not later than 90 days after the superintendent designates or replaces an IPM coordinator, the district must report to the Texas Department of Agriculture (TDA) the newly appointed coordinator's name, address, telephone number, e-mail address and the effective date of the appointment. A district that appoints more than one IPM coordinator shall designate a responsible IPM coordinator who will have overall responsibility for the IPM program and provide oversight of subordinate IPM coordinators regarding IPM program decisions. **When a district removes**

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an IPM coordinator, the departing IPM coordinator, superintendent, or superintendent's designee must notify TDA of the removal within ten days in writing. A district may not be without an IPM coordinator for more than 30 days. *Occupations Code 1951.212(e); 4 TAC 7.201(2)*

Training

The IPM coordinator shall:

1. Successfully complete a TDA-approved IPM coordinator training course within six months of appointment; and

2. Obtain at least six hours of TDA-approved IPM continuing education units ~~at least~~ every three years in accordance with the requirements of 4 Administrative Code 7.202.

Occupations Code 1951.212(f); 4 TAC 7.202

Duties

~~The IPM coordinator shall be responsible for implementation of~~**In addition to implementing** the ~~school district~~**district's** IPM program~~. The~~**, the** IPM coordinator shall oversee and be responsible for:

1. Coordination of pest management personnel, ensuring that all school employees who perform pest control, including those employees authorized to perform incidental use applications, have the necessary training, are equipped with the appropriate personal protective equipment, and have the necessary licenses for their pest management responsibilities;

2. Ensuring that all IPM program records, including incidental use training records, pest-related work orders, pest control service reports, pesticide applications, and pesticide complaints are maintained for a period of two years and are made available to a TDA inspector upon request;

3. Working with district administrators to ensure that all pest control proposal specifications for outside contractors are compatible with IPM principles, and that contractors work under the guidelines of the district's IPM policy;

4. Ensuring that all pesticides used on district property are in compliance with the district's IPM program and that current pesticide labels and safety data sheets (SDS) are available for interested individuals upon request;

5. Overseeing and implementing that portion of the plan that ensures that district administrators and relevant district personnel are provided opportunities to be informed and educated about their roles in the IPM program, reporting, and notification procedures;

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6. ~~Pesticide~~**Ensuring that pesticide** applications, including the approval of emergency applications at buildings and on district grounds, are conducted in accordance with Division 7; and

7. Maintaining a current copy of the school district's IPM policy and making it available to a TDA inspector upon request.

4 TAC 7.202(~~5~~d)

Licensed Applicator

A district that engages in pest control activities must employ or contract with a licensed applicator, who may, if an employee, also serve as the IPM coordinator. *4 TAC 7.201(3)*

The **certified** commercial or noncommercial certified applicator or licensed technician shall:

1. Apply only United States Environmental Protection Agency (EPA) labeled pesticides, appropriate for the target pest, except as provided in Division 7;

2. Provide the structural pest management needs of the district by following the district's IPM program and these regulations;

3. Obtain written approval from the IPM coordinator for the use of pesticides in accordance with Division 7;

4. Handle and forward to the IPM coordinator records of IPM activities, any complaints relating to pest problems, and pesticide use;

5. Ensure that pesticide use records are forwarded to the IPM coordinator within two business days or in a time frame as agreed to by the IPM coordinator;

6. Consult with the IPM coordinator concerning the use of control measures in buildings and grounds**, including residential properties**; and

7. Ensure that all pest control activities are consistent with the district's IPM program and IPM policy.

4 TAC 7.203

Notice

A district shall prior to or by the first week of school attendance, ensure that a procedure is in place to provide prior notification of pesticide applications in accordance with 4 Administrative Code Chapter 7. Individuals who request in writing to be notified of pesticide applications may be notified by telephonic, written, or electronic methods. *4 TAC 7.201(4)*

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The chief administrator, IPM coordinator, or building manager must notify individuals who work in a district building of an indoor pest control treatment by:

1. Posting the sign made available by the certified applicator or technician in an area of common access that the individuals are likely to check on a regular basis at least 48 hours before each planned treatment; and

2. Making available, on request, the consumer information sheet made available by the certified applicator or technician.

Occupations Code 1951.455(a); 4 TAC 7.146(c), .147(e), .148(b)

Chief administrators or the IPM coordinators of schools must notify the parents or guardians of children attending the facility in writing that pesticides are periodically applied indoors and outdoors, and that information on the times and types of applications and prior notification is available upon request. Such notification must be made at the time of the students' registration. Telephonic, written, or electronic notification of planned applications will meet the notification requirements. *4 TAC 7.148(c); Occupations Code 1951.455(b)* [See FD]

Emergency Exception

The pre-notification requirements of 4 Administrative Code 7.146–.148 are waived if the customer and certified applicator sign a statement attesting to the fact that an emergency exists which requires immediate treatment. If such an emergency exists, the consumer information sheet must be made available by the licensee. The statement must be kept on file with the pest control use records. If the customer is not available to sign a statement at the time of treatment, that shall be recorded in the use records along with the customer's name and telephone number. An emergency is defined as an imminent hazard to health. An emergency treatment is limited to the localized area of the emergency. *4 TAC 7.147(g), .148(d)*

Pesticide Use

All pesticides used by districts must be registered with the EPA and the TDA, with the exception of those pesticides that have been exempted from registration by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Section 25(b). All pesticides used by districts must also bear a label as required by FIFRA and Chapter 76 of the Texas Agriculture Code. Pesticide use must also meet the following requirements:

1. Pest control signs shall be posted at least 48 hours prior to a pesticide application inside district buildings**, including residential properties,** as provided for under 4 Administrative Code 7.148.

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2. For outdoor applications made on district grounds**, including residential properties**, the treated area must be identified at all entry points with a sign, or must be secured using a locking device, a fence or other practical barrier such as commercially available barrier caution tape, or periodically monitored to keep students out of the treated area until the allowed reentry time.

3. Pesticides used on district property shall be mixed outside of student occupied areas of buildings and grounds.

4. The use of non-pesticide control measures, non-pesticide monitoring tools and mechanical devices, such as glue boards and traps as permitted in accordance with Division 7, are exempt from posting requirements. The use of non-pesticide tools and devices by unlicensed district personnel, for monitoring purposes, shall be permitted. Monitoring by unlicensed district personnel shall be done only as directed, under the supervision of the IPM coordinator.

5. Pesticide applications shall not be made to outdoor school grounds if such an application will expose students to physical drift of pesticide spray particles. Reasonable preventative measures shall be taken to avoid the potential of drift to occur.

6. Districts are allowed to apply the pesticides to control pests, rodents, insects, and weeds at school buildings, grounds, or other facilities in accordance with the approval for use and restrictions listed for each category detailed in 4 Administrative Code 7.204(6).

4 TAC 7.204

Incidental Use

The Incidental Use For Schools Fact Sheet must contain the text specified in 4 Administrative Code 7.205 and must be provided during pesticide instruction and training by the IPM coordinator to each district employee whose primary duty is not pest control, and whose work may include tasks subject to the exception. The IPM coordinator must keep records of all the training conducted annually. Pest control use records for all incidental pesticide use application, including the reason for application and justification for emergency, must be maintained by the IPM coordinator for two years. *4 TAC 7.205*

Inspections

School districts will be inspected at least once every five years. TDA may waive these requirements due to TDA staff availability, budgetary constraints, inspection trends, or operational efficiencies. School districts demonstrating a lack of compliance with TDA

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rules may be inspected more frequently based on risk using the following elements of consideration: prior violations, prior inspection results, and prior complaints. *4 TAC 7.149*

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Note: For provisions regarding selection and adoption of instructional materials, see EFA.

Instructional Materials and Technology

Instructional materials selected for use in the public schools shall be furnished without cost to the students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment. *Education Code 31.001*

Each instructional material, including electronic instructional material only to the extent of any applicable licensing agreement, purchased as provided by Education Code Chapter 31 for a district is the property of the district. *Education Code 31.102(a)–(b)*

Allotment

A district is entitled to an allotment each biennium from the state instructional materials and technology fund for each student enrolled in the district on a date during the last year of the preceding biennium specified by the commissioner of education. The commissioner shall determine the amount of the allotment per student each biennium on the basis of the amount of money available in the state instructional materials and technology fund to fund the allotment. The allotment shall be transferred from the state instructional materials and technology fund to the credit of the district's instructional materials and technology account as provided by Education Code 31.0212. *Education Code 31.0211(a)*

The commissioner shall, as early as practicable during each biennium, notify each district of the estimated amount to which the district will be entitled during the next fiscal biennium. *Education Code 31.0215(a)*

No Appeal

The amount of the allotment determined by the commissioner is final and may not be appealed. *19 TAC 66.1307(d)*

Delayed Publisher Payment Option

A district may requisition and receive state-adopted instructional materials before allotment funds for those materials are available. The total cost of delayed-payment-option materials requisitioned may not exceed 80 percent of the district's expected allotment for the subsequent biennium.

When a district submits a requisition for instructional materials under this provision, the Texas Education Agency (TEA) will expend a district's existing allotment balance before applying the delayed payment option. TEA will make payment for any remaining balance for a district's order as the allotment funds become available and

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will prioritize payment for requisitions under this provision over reimbursement of purchases made directly by a district.

19 TAC 66.1312(a)–(e)

The commissioner shall ensure that publishers of instructional materials are informed of any potential delay in payment and that payment is subject to the availability of appropriated funds. *Education Code 31.0215(d)*

Publishers may decline orders for which payments could be delayed. A publisher's decision to decline an order shall affect all of that publisher's orders for which payments could be delayed. Publishers may not selectively decline individual orders or orders from individual districts. *19 TAC 66.1312(f); Education Code 31.0215(d)*

Government Code Chapter 2251 (payments for goods and services) does not apply to requisitions under this provision. *Education Code 31.0215(e); 19 TAC 66.1312(g)*

Allotment Adjustment

Change in Enrollment

Not later than May 31 of each school year, a district may request that the commissioner adjust the number of students for which the district is entitled to receive an allotment on the grounds that the number of students attending school in the district will increase or decrease during the school year for which the allotment is provided. The commissioner may also adjust the number of students for which a district is entitled to receive an allotment, without a request by the district, if the commissioner determines a different number of students is a more accurate reflection of students who will be attending school in the district. The commissioner's determination is final. *Education Code 31.0211(e)*

High Enrollment Growth

Each year the commissioner shall adjust the instructional materials and technology allotment of districts experiencing high enrollment growth. *Education Code 31.0214(a)*

High-enrollment growth adjustments will be based on the difference between the district's percentage of enrollment growth and that of the state. Enrollment growth calculations will be determined each fiscal year based on fall Texas Student Data Systems Public Education Information Management System (TSDS PEIMS) enrollment data. The amount of the adjustment determined by the commissioner is final and may not be appealed.

If sufficient funds are available, high-enrollment growth adjustments will be granted once each fiscal year. Notwithstanding this, a district that experiences an unexpected growth:

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1. Of at least two percent due to a natural or man-made disaster or catastrophic event may apply for additional allotment funding at any time during a fiscal year.
2. In its bilingual population of at least ten percent in any school year may apply for additional bilingual allotment funding at any time during a fiscal year.

Any additional funding will be dependent on the availability of funds.

The per-student high-enrollment growth adjustment granted in the second year of a biennium shall not exceed one-half of the per-student amount established as the biennial allotment.

19 TAC 66.1309

Permitted Expenditures

Each district's allotment funds must be expended according to the following priorities established in Education Code 31.0211:

1. First, instructional materials necessary to permit the district to certify that the district has instructional materials that cover all elements of the essential knowledge and skills of the required curriculum, other than physical education, for each grade level as required by Education Code 28.002; and
2. Then, any other instructional materials or allowed technological equipment.

Maintaining the priorities above, the allotment funds may be used to pay for:

1. Instructional materials on the list adopted by the commissioner under Education Code 31.0231;
2. Instructional materials on the list adopted by the State Board of Education (SBOE) under Education Code 31.024;
3. Non-adopted instructional materials;
4. Consumable instructional materials;
5. Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;
6. Versions of non-adopted instructional materials that are fully accessible to students with disabilities;
7. Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;

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8. Supplemental instructional materials, as provided by Education Code 31.035;

9. State-developed open-source instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;

10. Instructional materials and technological equipment under any continuing contracts of the district in effect on September 1, 2011;

11. Activities related to the local review and adoption of instructional materials;

12. Technological equipment that contributes to student learning, including equipment that supports the use of instructional materials;

13. Training educational personnel directly involved in student learning in the appropriate use of instructional materials;

14. Providing access to technological equipment for instructional use;

15. The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning;

16. Inventory software or systems for storing, managing, and accessing instructional materials;

17. Software for analyzing the use and effectiveness of instructional materials;

18. Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth;

19. Costs associated with distance learning, including services, equipment, and technology such as Wi-Fi, internet access hotspots, wireless network service, broadband service, and other services and technological equipment to ensure internet access; and

20. Training for personnel in the electronic administration of assessment instruments.

The allotment funds may not be used to pay for:

1. Services for installation;

2. The physical conduit that transmits data such as cabling and wiring or electricity, except to the extent allotment funds are

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necessary to pay for allowable expenses under items 18 and 19, above;

3. Office and school supplies;

4. Items that are not directly related to student instruction such as furniture, athletic equipment, extension cords, temporary contractors, or video surveillance equipment;

5. Travel expenses; or

6. Equipment used for moving or storing instructional materials.

19 TAC 66.1307(e)–(g); Education Code 31.0211(c)

Technological Equipment

In purchasing technological equipment, a district shall:

1. Secure technological solutions that meet the varying and unique needs of students and teachers in the district; and

2. Consider **both** the long-term cost of ownership **of the technological equipment** and flexibility for innovation.

19 TAC 66.1307(l); *Education Code 31.0211(d-1)*

Certification of Allotment

A district shall annually certify to the commissioner that the district's allotment has been used only for permitted expenses. *Education Code 31.0213*

Instructional Materials and Technology Account

The commissioner shall maintain an instructional materials and technology account for each district. In the first year of each biennium, the commissioner shall deposit the district's allotment in the account. The commissioner shall pay the cost of instructional materials requisitioned by a district under Education Code 31.103 using funds from the district's instructional materials and technology account.

A district may also use funds in the district's account to purchase electronic instructional materials or technological equipment. The district shall submit to the commissioner a request for funds for this purpose from the district's account in accordance with the commissioner's rules.

Money deposited in a district's instructional materials and technology account during each state fiscal biennium remains in the account and available for use by the district for the entire biennium. At the end of each biennium, a district with unused money in the district's account may carry forward any remaining balance to the next biennium.

Education Code 31.0212

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Access to Allotment

The allotment for each biennium will be made available for district use through the state's online instructional material ordering system as early as possible in the fiscal year preceding the beginning of the biennium for which the funds have been appropriated. A district may access its allotment for any upcoming school year upon completion of:

1. Submission to the commissioner certification that:
   a. The district has instructional materials that cover all the required Texas Essential Knowledge and Skills (TEKS), except those for physical education, as required by Education Code 31.004 [see Certification of Instructional Materials, below]; and
   b. The district has used its allotment for only allowable expenditures [see Permitted Expenditures and Certification of Allotment Use, above]; and
2. Preparation by TEA of the state ordering system for the new school year with the new allotment amounts.

Upon completion of these requirements, a district may access its funds by correctly providing all information required in the state ordering system.

19 TAC 66.1307(h)–(j)

Online Requisition System

The commissioner shall maintain an online requisition system for districts to requisition instructional materials to be purchased with the district's allotment. *Education Code 31.101(f)*

Delegation of Authority

The board may delegate to an employee the authority to requisition, distribute, and manage the inventory of instructional materials, consistent with Education Code Chapter 31 and rules adopted under that chapter. *Education Code 31.104(a)*

Local Funds

A district may use local funds to purchase any instructional materials in addition to those selected under Education Code Chapter 31. *Education Code 31.106*

Requisitions, Use, and Distribution

A district shall make a requisition for instructional materials using the online requisition program maintained by the commissioner. A district may requisition instructional materials on the SBOE instructional materials list for grades above the grade level in which a student is enrolled. *Education Code 31.103(b)–(c)*

Distribution

The board shall distribute printed instructional materials to students in the manner that the board determines is most effective and economical. *Education Code 31.102(c)*

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Supplemental Instructional Materials

A district may requisition supplemental instructional material adopted by the SBOE but not on the instructional material list adopted under Education Code 31.023 only if the district requisitions the supplemental instructional material along with other supplemental instructional materials or instructional materials on the list adopted under Education Code 31.023 that in combination cover each element of the essential knowledge and skills for the course for which the district is requisitioning the supplemental instructional materials. *Education Code 31.035(d)*

Availability of Open Education Resource Instructional Materials

A district that selects open education resource instructional material shall requisition a sufficient number of printed copies for use by students unable to access the instructional material electronically unless the district provides to each student:

1. Electronic access to the instructional material at no cost to the student; or
2. Printed copies of the portion of the instructional material that will be used in the course.

Education Code 31.103(d)

Employee Training

The board shall require the employee responsible for ordering instructional materials to complete TEA-developed training in the use of the allotment and the use of the instructional materials ordering system known as EMAT. Training shall be completed prior to ordering instructional materials for the first time and again each time the district is notified by TEA that the training has been updated. The district shall maintain documentation of the completion of the required training. *19 TAC 66.107(d)*

Special Instructional Materials

All laws and rules applying to instructional materials provided to students with no disabilities that are not in conflict with Education Code 31.028 or 19 Administrative Code 66.1311 shall apply to the distribution and control of special instructional materials. Special instructional materials include braille, large-print, and audio books and any other formats designed specifically to provide equal access to students with disabilities.

Requisitions for special instructional materials shall be based on actual student enrollment but may include up to two copies per student if necessary to meet individual need.

Special instructional materials are the property of the state. A district is responsible for replacing or reimbursing the state for lost, stolen, or damaged special instructional materials.

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For Teachers

Adopted instructional materials needed by a teacher with a print disability to carry out his or her instructional duties shall be furnished in the required format without cost. The materials are to be loaned to the district as long as needed and are to be returned to the state when they are no longer needed.

For Parents

Adopted instructional materials in a specialized format that are requested by a parent with a print disability shall be furnished without cost by the state. Requests for electronic files shall be filled by TEA after the parent signs and TEA receives a statement, through the district, promising that the parent will safeguard the security of the files and observe all current copyright laws, including those that forbid reproduction of the files and their transfer to other parties. All specialized instructional material formats and electronic files that have been provided must be returned to the local school district at the end of the school year.

19 TAC 66.1311(a)–(d), (h), (j)

Bilingual Instructional Materials

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. The commissioner shall determine the amount of the allotment for bilingual education based on TSDS PEIMS bilingual enrollment data from the fall collection of the school year preceding the first year of each biennium. *Education Code 31.029; 19 TAC 66.1307(c)*

Certification of Instructional Materials

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that for each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level, the district provides each student with instructional materials that cover all elements of the essential knowledge and skills adopted by the SBOE for that subject and grade level. The certification shall be submitted in a format approved by the commissioner and can be based on both state-adopted and non-state-adopted materials.

To determine whether each student has instructional materials that cover all elements of the essential knowledge and skills, a district may consider:

1. Instructional materials adopted by the SBOE;
2. Materials adopted or purchased by the commissioner under Education Code 31.0231 or Education Code Chapter 31, Subchapter B-1;
3. Open education resource instructional materials submitted by eligible institutions and adopted by the SBOE;

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4. Open education resource instructional materials made available by other public schools;

5. Instructional materials developed or purchased by the district; and

6. Open education resource instructional materials and other electronic instructional materials included in the repository under Education Code 31.083.

Each district shall certify, in a format approved by the commissioner, that the district protects against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 U.S.C. 254(h)(5)(B) and (C). [See CQ]

The certifications shall be ratified by the board in a public, noticed meeting.

Education Code 31.004; 19 TAC 66.105

Ownership

Except as otherwise provided, a student must return all instructional materials to the teacher at the end of the school year or when the student withdraws from school. At the end of the school year for which open education resource instructional material that a district does not intend to use for another student is distributed, the printed copy of the open education resource instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(c), (g)–(h); 19 TAC 66.107(b)

Responsibility for Instructional Materials and Equipment

Each student or the student's parent or guardian is responsible for all instructional material and technological equipment not returned in an acceptable condition by the student. A student who fails to return in an acceptable condition all instructional materials and technological equipment forfeits the right to free instructional materials and technological equipment until all instructional materials and technological equipment previously issued but not returned in an acceptable condition are paid for by the student, parent, or guardian.

As provided by board policy, a district may waive or reduce the payment required if the student is from a low-income family. [See FP] The district shall allow the student to use instructional materials and technological equipment at school during each school day.

If instructional materials or technological equipment is not returned in an acceptable condition or paid for, a district may withhold the

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student's records. A district may not prevent the student from graduating, participating in a graduation ceremony, or receiving a diploma. [See FL and GBA regarding student and parental right to access records; and FD, FFAB, and FL regarding a district's duties to provide records to another district]

The board may not require an employee of the district who acts in good faith to pay for instructional materials or technological equipment that is stolen, misplaced, or not returned by a student. [See DG]

These provisions do not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(d), (e), (h); 19 TAC 66.107(c) [See also EF]

Acceptable Condition

Printed instructional materials are considered to be in acceptable condition if:

1. The cover, binding, pages, spine, and all integral components of the instructional materials are wholly intact and the instructional materials are fully usable by students; and
2. No component of the instructional materials is soiled, torn, or damaged (whether intentionally or by lack of appropriate care) to the extent that any portion of the content is too disfigured or obscured to be fully accessible to other students.

Electronic instructional materials are considered to be in acceptable condition if:

1. All components or applications that are a part of the electronic instructional materials are returned;
2. The electronic materials perform as they did when they were new;
3. The electronic instructional materials do not contain computer code (e.g., bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of any computer's memory, file system, or software; and
4. The electronic instructional materials have not been installed with plug-ins, snap-ins, or add-ins without the prior approval of the district.

Technological equipment is considered to be in acceptable condition if:

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1. The equipment is returned with the software and hardware in their original condition unless the district authorized changes; and
2. The physical condition of the equipment is fully usable as it was originally intended to be used.

19 TAC 66.1310

Lost or Damaged Instructional Materials

A district may order replacements for instructional materials that have been lost or damaged directly from the publisher of the instructional materials or any source for a printed copy of open education resource instructional material. *Education Code 31.104*

Sale or Disposal

The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.

Sale

The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner. The board may also sell electronic instructional materials and technological equipment owned by the district.

Use of Proceeds

Any funds received by a district from a sale must be used to purchase instructional materials and technological equipment allowed under Education Code 31.0211.

Disposal

The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. A district must notify the commissioner of any instructional material the district disposes of under this provision.

Education Code 31.105

Annual Inventory

A district shall conduct an annual physical inventory of all currently adopted instructional materials that have been requisitioned by and delivered to the district. The results of the inventory shall be recorded in the district's files. *19 TAC 66.107(a)*

Local Handling Expenses

School districts shall not be reimbursed from state funds for expenses incurred in local handling of instructional materials. *19 TAC 66.104(d)*

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Safety Standards

A district shall meet or exceed the safety standards for school buses established by the Department of Public Safety (DPS), with the advice of the Texas Education Agency (TEA). A district that fails or refuses to meet these safety standards for school buses is ineligible to share in the transportation allotment until the first anniversary of the date the district begins complying with the safety standards. *Education Code 34.002; Transp. Code 547.102; 37 TAC 14.51–.52*

Student Safety

Prohibitions

A district may not require or allow a child to stand on a moving bus or passenger van. *Education Code 34.004*

An operator of a school bus, while operating the bus, shall prohibit a passenger from:

1. Standing in the bus; or
2. Sitting:
   a. On the floor of the bus, or
   b. In any location on the bus that is not designed as a seat.

Transp. Code 545.426

Seat Belts

Required on Buses

A bus, including a school bus, a school activity bus, multifunction school activity bus, or school-chartered bus, operated by or contracted for use by a district for the transportation of schoolchildren shall be equipped with a three-point seat belt for each passenger, including the operator. This requirement does not apply to:

1. A bus purchased by a school district that is a model year 2017 or earlier; or
2. A bus purchased by a school district that is a model year 2018 or later if the board:
   a. Determines that the district's budget does not permit the district to purchase a bus that is equipped with the required seat belts; and
   b. Votes to approve that determination in a public meeting.

Transp. Code 547.701(e)

Student Requirement

A district shall require a student riding a bus operated by or contracted for operation by the district to wear a seat belt if the bus is equipped with seat belts for all passengers on the bus. A school district may implement a disciplinary policy to enforce the use of seat belts by students. *Education Code 34.013*

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Donations

A board shall consider any offer made by a person to donate three-point seat belts or money for the purchase of three-point seat belts for a district's school buses. A board may accept or decline the offer after adequate consideration.

A board may acknowledge a person who donates three-point seat belts or money for the purchase of three-point seat belts for a school bus by displaying a small, discreet sign on the side or back of the bus recognizing the person who made the donation. The sign may not serve as an advertisement for the person who made the donation.

Education Code 34.014

Use of Warning Signals

When a school bus is being stopped or is stopped on a highway to permit students to board or exit the bus, the operator of the bus shall activate all flashing warning signal lights and other equipment on the bus designed to warn other drivers that the bus is stopping to load or unload children.

A person may not operate a light or other equipment described above except when a school bus is being stopped or is stopped on a highway to:

1. Permit a student to board or exit the bus; or

2. Distribute to a student or the parent or guardian of a student:

a. Food; or

b. Technological equipment for use by the student for educational purposes.

Transp. Code 547.701(c), (c-1)

Wireless Communication Devices

General Rule

An operator commits an offense if the operator uses a portable wireless communication device to read, write, or send an electronic message while operating a motor vehicle unless the vehicle is stopped. *Transp. Code 545.4251(b)*

School Property

An operator may not use a wireless communication device while operating a motor vehicle within a school crossing zone or on the property of a public elementary, middle, junior high, or high school served by a school crossing zone, during the time a reduced speed limit is in effect for the school crossing zone, unless:

1. The vehicle is stopped; or

2. The wireless communication device is used with a hands-free device.

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Transp. Code 545.4252

An operator may not use a wireless communication device while operating a school bus or passenger bus with a minor passenger on the bus unless the bus is stopped. This provision does not apply to an operator of a school bus or passenger bus using a wireless communication device in the performance of the operator's duties as a bus driver and in a manner similar to using a two-way radio. *Transp. Code 545.425(c), (e-1)*

Definitions

"Hands-free device" means speakerphone capability, a telephone attachment, or another function or other piece of equipment, regardless of whether permanently installed in or on a wireless communication device or in a motor vehicle, that allows use of the wireless communication device without use of either of the operator's hands, except to activate or deactivate a function of the wireless communication device or hands-free device. The term includes voice-operated technology and a push-to-talk function. *Transp. Code 545.425(a)(1)*

"Electronic message" means data that is read from or entered into a wireless communication device for the purpose of communicating with another person. *Transp. Code 545.4251(a)(1)*

Disruption of Transportation

Any person other than a primary or secondary grade student who intentionally disrupts, prevents, or interferes with the lawful transportation of students to and from school on a vehicle owned or operated by a district or to or from activities sponsored by a school on a vehicle owned and/or operated by a district shall be guilty of a misdemeanor. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age. *Education Code 37.126*

Exhibition of Firearm

For information regarding offenses pertaining to firearms on buses, see GKA(LEGAL).

Accident Reports

Notice to DPS

A district shall provide DPS written notification of any accident directly or indirectly involving a school bus operated by or for the district that bears advertising or another paid announcement. *37 TAC 14.65(a)(2)*

Notice must be received not more than five days from the date of the accident and shall include the following:

1. The name and address of the owner of the school bus;
2. The name and driver's license number of the school bus operator;
3. The date of the accident;

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4. The city or county where the accident occurred; and

5. The investigating police agency.

37 TAC 14.65(c)

Notices to DPS may be delivered by facsimile, electronic mail, or mailed to School Bus Transportation, Texas Department of Public Safety, P.O. Box 4087, Austin, TX 78773-0525. *37 TAC 14.65(d)*

Notice to TEA

A district shall report annually to TEA the number of accidents in which its buses were involved in the past year in a manner prescribed by the commissioner of education. A district shall file the annual report to TEA only in the period beginning July 1 and ending July 31 and shall include the following information in the report:

1. The total number of bus accidents;

2. The date each accident occurred;

3. The type of bus, as specified in 19 Administrative Code 61.1028(a), involved in each accident;

4. Whether the bus involved in each accident was equipped with seat belts and, if so, the type of seat belts;

5. The number of students and adults involved in each accident;

6. The number and types of injuries that were sustained by the bus passengers in each accident; and

7. Whether the injured passengers in each accident were wearing seat belts at the time of the accident and, if so, the type of seat belts.

A school district shall report a bus accident involving a school bus, a multifunction school activity bus, a school activity bus, or a motor bus if:

1. The bus is owned, leased, contracted, or chartered by a school district and was transporting school district personnel, students, or a combination of personnel and students; or

2. The bus was driven by a school district employee or by an employee of the school district's bus contractor with no passengers on board and the accident involved a collision with a pedestrian.

Exceptions

A school district shall not report a bus accident involving a school bus, a multifunction school activity bus, a school activity bus, or a motor bus if:

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1. The bus was driven by a school district employee or by an employee of the school district's bus contractor, the accident occurred when no passenger other than the school district's driver or bus contractor's driver was on board the bus, and the accident did not involve a collision with a pedestrian; or

2. The accident involved a bus chartered by a school district for a school activity trip and no school district personnel or students were on board the bus at the time of the accident.

A school district shall not report an accident that occurred in a vehicle that is owned, contracted, or chartered by a school district and is not a school bus, a multifunction school activity bus, a school activity bus, or a motor bus.

Education Code 34.015(b); 19 TAC 61.1028(b)

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Texas Department of Agriculture Authority

The Texas Department of Agriculture (TDA) administers federal and state nutrition programs, including the National School Lunch Program (NSLP) under 42 U.S.C. Section 1751 et seq., and the School Breakfast Program (SBP) under 42 U.S.C. Section 1773. *Agriculture Code 12.0025*

Note: Regulations applicable to federal nutrition programs are found at the following:

7 C.F.R. 210: National School Lunch Program

7 C.F.R. 215: Special Milk Program for Children

7 C.F.R. 220: School Breakfast Program

7 C.F.R. 225: Summer Food Service Program

7 C.F.R. 245: Free and Reduced Price Eligibility

Program Compliance

TDA shall require that school food authorities (SFAs) comply with the applicable provisions 7 C.F.R. Part 210. TDA shall ensure compliance through audits, administrative reviews, technical assistance, training guidance materials or by other means. *7 C.F.R. 210.19(a)(3)*

[For the definition of "school food authority," see COA(LEGAL).]

Administrative Review

TDA must conduct administrative reviews of all SFAs participating in the NSLP (including the Afterschool Snacks and the Seamless Summer Option) and SBP at least once during a 3-year review cycle, provided that each SFA is reviewed at least once every 4 years.

"Administrative reviews" means the comprehensive off-site and/or on-site evaluation of all SFAs participating in the specified programs. The term administrative review is used to reflect a review of both critical and general areas in accordance with 7 C.F.R. 210.18(g) and (h), as applicable for each reviewed program, and includes other areas of program operations determined by TDA to be important to program performance.

7 C.F.R. 210.18

Appeals

Appeals related to the federal food and nutrition programs administered by TDA and any actions affecting participation in such programs are governed by 4 Administrative Code, Chapter 26, Subchapter E. *4 TAC 26.200–.207*

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Note: For recordkeeping and retention information, see TDA's Food and Nutrition Division *Administrator's Reference Manual,*[1] Section 30, *Records Retention*.

School Nutrition Professional Standards

An SFA that operates the NSLP or the SBP must establish and implement professional standards for school nutrition program directors, managers, and staff. *7 C.F.R. 210.30(a)*

Minimum Standards for Program Directors

Each SFA must ensure that all newly hired school nutrition program directors meet minimum hiring standards and ensure that all new and existing directors have completed the minimum annual training/education requirements for school nutrition program directors, as set forth in 7 C.F.R. 210.30. *7 C.F.R. 210.30(b)*

Note: All school nutrition program directors hired on or after July 1, 2015, must meet the required minimum educational requirements based on student enrollment. *See Summary of School Nutrition Program Director Professional Standards by Local Educational Agency Size chart, 7 C.F.R. 210.30(b)(2).*

Exempt Fundraisers

Schools that participate in the NSLP or SBP may sell food and beverages that do not meet nutritional standards outlined in 7 C.F.R. Parts 210 and 220 as part of a fundraiser, during the school day, for up to six days per school year on each school campus, provided that no specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service. *4 TAC 26.2*

Definitions

"School day" means the midnight before, to 30 minutes after the end of the official school day.

"School campus" means all areas of the property under the jurisdiction of the school that are accessible to students during the school day.

4 TAC 26.1

Unpaid Meal Charges

State Law

The board of a district that allows students to use a prepaid meal card or account to purchase meals served at schools in the district shall adopt a grace period policy regarding the use of the cards or accounts. The policy:

1. Must allow a student whose meal card or account balance is exhausted or insufficient to continue, for a period determined by the board, to purchase meals by:

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a. Accumulating a negative balance on the student's card or account; or

b. Otherwise receiving an extension of credit from the district;

2. Must require the district to notify the parent of or person standing in parental relation to the student that the student's meal card or account balance is exhausted;

3. May not permit the district to charge a fee or interest in connection with meals purchased under item 1, above; and

4. May permit the district to set a schedule for repayment on the account balance as part of the notice to the parent or person standing in parental relation to the student.

Education Code 33.908

Federal Law

An SFA operating a NSLP and/or SBP must:

1. Have a written and clearly communicated meal charge policy in order to ensure a consistent and transparent approach to the issue of how students who pay the full or reduced price cost of a reimbursable meal are impacted by having insufficient funds on hand or in their account to purchase a meal.

2. Include policies regarding the collection of delinquent meal charge debt in the written meal charge policy.

3. Ensure that the policy is provided in writing to all households at the start of each school year and to households that transfer to the school during the school year.

4. Provide the meal charge policy to all school or SFA-level staff responsible for policy enforcement, including school food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and staff involved in enforcing any other aspects of the meal charge policy.

Excerpts from *USDA Memo SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies*[2] *(July 8, 2016)*

Lauren's Law

A district may not adopt any rule, policy, or program under Education Code 28.002(a), (k), (l), (l-1), or (l-2) that would prohibit a parent or grandparent of a student from providing any food product of the parent's or grandparent's choice to:

1. Children in the classroom of the child on the occasion of the child's birthday; or

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2. Children at a school-designated function.

Education Code 28.002(l-3)(2)

Donation of Food

A district may allow a campus to elect to donate food to a nonprofit organization through a person who is directly and officially affiliated with the campus, including a teacher or counselor, or through a parent of a student enrolled at the campus. The donated food may be received, stored, and distributed on the campus. Food donated by the campus may include:

1. Surplus food prepared for breakfast, lunch, or dinner meals or snacks served from the campus cafeteria, subject to any applicable local, state, and federal requirements; or
2. Food donated to the campus as the result of a food drive or similar event.

The type of food donated under item 1 above may include:

1. Packaged unserved food that is packaged on the campus of a district and has not been removed from the campus cafeteria;
2. Packaged served food if the packaging and food are in good condition;
3. Whole, uncut produce; and
4. Wrapped raw unserved produce.

Food that by law must be maintained at a certain temperature for safety may not be donated unless the campus has maintained the food at the required temperature.

Food donated under these provisions to a nonprofit may be distributed at the campus at any time. Campus employees may assist in preparing and distributing the food as volunteers of the nonprofit organization.

Under this program, a district may adopt a policy under which the district provides food at no cost to a student for breakfast, lunch, or dinner meals or a snack if the student is unable to purchase such meals or snack.

Education Code 33.907

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[1] TDA's Food and Nutrition Division Administrator's Reference Manual: https://squaremeals.org/Programs/NationalSchoolLunchProgram/Policy-ARM.aspx

[2] USDA Memo *Unpaid Meal Charges: Local Meal Charge Policies:* https://fns-prod.azureedge.us/sites/default/files/cn/SP46-2016os.pdf

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Next Generation Technology

A district, in the administration of the district, shall consider using next generation technologies, including cryptocurrency, blockchain technology, robotic process automation, and artificial intelligence. *Gov't Code 2054.601*

Children's Internet Protection Act

Definitions

Harmful to Minors

"Harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

47 U.S.C. 254(h)(7)(G); 20 U.S.C. 7131(e)(6)

Technology Protection Measure

"Technology protection measure" means a specific technology that blocks or filters internet access to the material covered by a certification described at Certifications to the FCC, below, to which such certification relates. *47 U.S.C. 254(h)(7)(I)*

Universal Service Discounts (E-Rate)

An elementary or secondary school having computers with internet access may not receive universal service discount rates unless the district submits to the FCC the certifications described below at Certifications to the FCC and a certification that an internet safety policy has been adopted and implemented as described at Internet Safety Policy, below, and ensures the use of computers with internet access in accordance with the certifications. *47 U.S.C. 254(h)(5)(A); 47 C.F.R. 54.520*

Certifications to the FCC

A district that receives discounts for internet access and internal connections services under the federal universal service support mechanism for schools must make certifications in accordance with 47 C.F.R. 54.520(c) each funding year. A district that only receives discounts for telecommunications services is not subject to the certification requirements, but must indicate that it only receives discounts for telecommunications services. *47 C.F.R. 54.520(b)*

With Respect to Minors

A certification under 47 U.S.C. 254(h)(5)(B) is a certification that the district is:

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1. Enforcing a policy of internet safety for minors that includes monitoring their online activities and the operation of a technology protection measure with respect to any of its computers with internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors;

2. Enforcing the operation of such technology protection measure during any use of such computers by minors; and

3. Educating minors, as part of its internet safety policy, about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

47 U.S.C. 254(h)(5)(B); 47 C.F.R. 54.520(c)(1)

With Respect to Adults

A certification under 47 U.S.C. 254(h)(5)(C) is a certification that the district is:

1. Enforcing a policy of internet safety that includes the operation of a technology protection measure with respect to any of its computers with internet access that protects against access through such computers to visual depictions that are obscene or child pornography; and

2. Enforcing the operation of such technology protection measure during any use of such computers.

47 U.S.C. 254(h)(5)(C); 47 C.F.R. 54.520(c)(1)

Disabling for Adults

An administrator, supervisor, or other person authorized by the district may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. *47 U.S.C. 254(h)(5)(D)*

Internet Safety Policy

A district shall adopt and implement an internet safety policy that addresses:

1. Access by minors to inappropriate matter on the internet and the World Wide Web;

2. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;

3. Unauthorized access, including “hacking,” and other unlawful activities by minors online;

4. Unauthorized disclosure, use, and dissemination of personal identification information regarding minors; and

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5. Measures designed to restrict minors' access to materials harmful to minors.

47 U.S.C. 254(l); 47 C.F.R. 54.520(c)(1)(ii)

Public Hearing

A district shall provide reasonable public notice and hold at least one public hearing or meeting to address the proposed internet safety policy. *47 U.S.C. 254(h)(5)(A)(iii), (l)(1)(B)*

Inappropriate for Minors

A determination regarding what matter is inappropriate for minors shall be made by the board or designee. *47 U.S.C. 254(l)(2)*

Noncompliance

A district that knowingly fails to submit required certifications shall not be eligible for discount services under the federal universal service support mechanism for schools until such certifications are submitted.

A district that knowingly fails to ensure the use of computers in accordance with the required certifications must reimburse any funds and discounts received under the federal universal service support mechanism for schools for the period in which there was noncompliance.

47 C.F.R. 54.520(d), (e); 47 U.S.C. 254(h)(5)(F)

ESEA Funding

No federal funds made available under Title IV, Part A of the ESEA for an elementary or secondary school that does not receive universal service discount rates may be used to purchase computers used to access the internet, or to pay for direct costs associated with accessing the internet unless a district:

1. Has in place a policy of internet safety for minors that includes the operation of a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors; and enforces the operation of the technology protection measure during any use by minors of its computers with internet access; and

2. Has in place a policy of internet safety that includes the operation of a technology protection measure that protects against access to visual depictions that are obscene or child pornography; and enforces the operation of the technology protection measure during any use of its computers with internet access.

An administrator, supervisor, or other person authorized by the district may disable the technology protection measure to enable access for bona fide research or other lawful purposes.

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Certification to U.S. Department of Education

A district shall certify its compliance with these requirements during each annual program application cycle under the ESEA.

20 U.S.C. 7131

Uniform Electronic Transactions Act (UETA)

The UETA (Business and Commerce Code Chapter 322) applies to electronic records and electronic signatures relating to a transaction. *Business and Commerce Code 322.003(a)*

The UETA applies only to transactions between parties each of which has agreed to conduct transactions by electronic means. The UETA does not require a record or signature to be created, generated, sent, communicated, received, stored, or otherwise processed or used by electronic means or in electronic form. A party that agrees to conduct a transaction by electronic means may refuse to conduct other transactions by electronic means. This right may not be waived by agreement. *Business and Commerce Code 322.005(a)–(c)*

Except as otherwise provided in Business and Commerce Code 322.012(f), the UETA does not require a district to use or permit the use of electronic records or electronic signatures. *Business and Commerce Code 322.017(c)*

Records Retention

If a law requires that a record be retained, the requirement is satisfied by retaining an electronic record of the information in the record which:

1. Accurately reflects the information set forth in the record after it was first generated in its final form as an electronic record or otherwise; and

2. Remains accessible for later reference.

A record retained as an electronic record in accordance with the provisions above satisfies a law requiring a person to retain a record for evidentiary, audit, or like purposes, unless a law enacted after January 1, 2002, specifically prohibits the use of an electronic record for the specified purpose.

Business and Commerce Code 322.012(a), (f)

[For more information on records management, see CPC.]

Definitions

"Electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means.

"Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

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"Transaction" means an action or set of actions occurring between two or more persons relating to the conduct of business, commercial, or governmental affairs.

Business and Commerce Code 322.002(7), (8), (15)

Digital Signature

A digital signature may be used to authenticate a written electronic communication sent to a district if it complies with rules adopted by the board. Before adopting the rules, the board shall consider the rules adopted by the Department of Information Resources (DIR) and, to the extent possible and practicable, make the board's rules consistent with DIR rules. *Gov't Code 2054.060(b~~);~~)* **[See** 1 ~~*TAC*~~ **Administrative Code Chapter** 203 **for DIR rules related to management of electronic transactions and signed records.]**

"Digital signature" means an electronic identifier intended by the person using it to have the same force and effect as the use of a manual signature. *Gov't Code 2054.060(e)(1)*

Interception of Communications

For information on the unlawful interception, use, or disclosure of communications, see the Electronic Communications Privacy Act (18 USC 2510–2523 [federal wiretap act] and 2701–2713 [Stored Communications Act]) and Penal Code 16.02 (state wiretap law) and 16.04 (Unlawful Access to Stored Communications).

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Information Required on Website

A district that at any time on or after January 1, 2019, maintained a publicly accessible internet website shall post on a publicly accessible website the following information:

1. The district's contact information, including a mailing address, telephone number, and email address;
2. Each member of the board;
3. The date and location of the next election for board members [see BB series];
4. The requirements and deadline for filing for candidacy of board member, which shall be continuously posted for at least one year before the election day for the office [see BB series];
5. Each notice of a meeting of the board under Government Code Chapter 551, Subchapter C [see BE]; and
6. Each record of a meeting of the board under Government Code 551.021 [see BE].

Items 5 and 6 above do not apply to a district with a population of less than 5,000 in the district's boundaries and located in a county with a population of less than 25,000.

Gov't Code 2051.201

Note: See GBA regarding the confidentiality of certain board member information.

Trustee Information

Each district that maintains an internet website shall post on the website the name, email address, and term of office, including the date the term began and the date the term expires, of each member of the district's board of trustees. If a district does not maintain an internet website, the district shall submit the information required above to the Texas Education Agency (TEA). On receipt of the district's information, TEA shall post the information on TEA's internet website.

Each time there is a change in the membership of a district's board, the district shall update the information required above and, as applicable post the updated information on the district's internet website or submit the updated information to TEA for posting on TEA's internet website.

Education Code 11.1518

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Note: The following is an index of website posting requirements that are addressed in the legal reference material of the policy manual. The list is not all-inclusive. The list does not address postings that are required in response to a specific incident or postings required under special circumstances.

Other Required Internet Postings

The following posting requirements apply to a district that maintains an internet website:

1. A board may not vote on adoption of a proposed local innovation plan unless the final version of the proposed plan has been available on the district website for at least 30 days, under Education Code 12A.005(a)(1) and 19 Administrative Code 102.1307(a)(1). [See AF]

2. A district designated as a district of innovation shall ensure that a copy of its current local innovation plan is available to the public by posting and maintaining the plan in a prominent location on the district's website, under Education Code 12A.0071(a) and 19 Administrative Code 102.1305(e), .1307(f). [See AF]

3. Not later than 30 days after an accreditation status of accredited-warned, accredited-probation, or not accredited-revoked is assigned, a district must post notice on the home page of its website with a link to the required notification under 19 Administrative Code 97.1055(f), and maintain this until the district is assigned the accredited status. [See AIA]

4. A district with a local accountability system must produce a campus scorecard and make available on the district website an explanation of the methodology used to assign local accountability performance ratings, under 19 Administrative Code 97.1003(g). [See AIA]

5. A board shall disseminate its Texas Academic Performance Report (TAPR) by posting it on the district website under 19 Administrative Code 61.1022(f). [See AIB]

6. Not later than the tenth day after the first day of instruction of each school year, a district shall make available each campus report card, the district's performance report, the district's accreditation status and performance rating, and a definition and explanation of each accreditation status, under Education Code 39.362. [See AIB]

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7. A district shall post its annual federal report card under 20 U.S.C. 6311(h)(2). [See AIB]

8. A district or campus assigned a rating of D that qualifies under Education Code 39.0543(b) must notify the public of the meeting for input for the development of a local improvement plan 15 days prior to the meeting by way of the district and campus website, under 19 Administrative Code 97.1061(b)(3)(A)(ii). [See AIC]

9. A campus intervention team must notify the public of the meeting for input for the development of a targeted improvement plan 15 days prior to the meeting by way of the district and campus website, under 19 Administrative Code 97.1061(e)(3)(A)(ii) and Education Code 39A.056. [See AIC]

10. A district shall post a targeted improvement plan for a campus assigned an unacceptable performance rating on its website before the board hearing on the plan under Education Code 39A.057(b). [See AIC]

11. A district shall notify stakeholders of their ability to review the completed campus turnaround plan and post the completed plan on the district website at least 30 days before the final plan is submitted to the board of trustees, under 19 Administrative Code 97.1064(e). [See AIC]

12. A district shall post an election notice required under Election Code 85.007. [See BBBA]

13. A district shall post election information under Election Code 4.009. [See BBBA]

14. Each day early voting is conducted, the district shall post the branch daily register under Election Code 85.072. [See BBBA]

15. A district shall post early voting rosters under Election Code 87.121. [See BBBA]

16. A district shall post election results under Election Code 65.016. [See BBBB]

17. A district shall post the minutes of the last regular board meeting held before an election of trustees if the minutes reflect that a trustee is deficient in meeting the trustee's training requirement, under Education Code 11.159(b) and 19 Administrative Code 61.1(j). [See BBD]

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18. A district that is located wholly or partly in a municipality with a population of more than 500,000 and with a student enrollment of more than 15,000 shall post a report filed pursuant to Election Code Chapter 254 by a board member, a candidate for membership on the board, or a specific-purpose committee for supporting, opposing, or assisting a candidate or member of a board under Election Code 254.04011. [See BBBC]

19. A district shall provide access to the conflicts disclosure statements and questionnaires under Local Government Code 176.009. [See BBFA, CHE]

20. A district shall post the statements regarding activities to support and promote student health under Education Code 28.004. [See BDF]

21. A district must post notice of school health advisory council (SHAC) meetings under Education Code 28.004(d-1). [See BDF]

22. A district must post the minutes and audio or video recording of each SHAC meeting under Education Code 28.004(d-2). [See BDF]

23. A board must post notice of a board meeting and, if the district contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more, the board must also post the agenda for a board meeting under Government Code 551.056. [See BE]

24. A district that has a student enrollment of 10,000 or more shall post the archived recording, or a link thereto, of its meetings under Government Code 551.128(b-1). [See BE]

25. A district conducting a bond election shall post the election order, the election notice, the contents of the proposition, and any sample ballot under Election Code 4.003(f). [See CCA]

26. A district conducting a bond election shall post the voter information document beginning not later than the 21st day before election day and ending on the day after the election, under Government Code 1251.052(d). [See CCA]

27. A district issuing capital appreciation bonds shall post the information required by Government Code 1201.0245. [See CCA]

28. Not later than 30 days before the date of an election to approve a tax rate, a district must post the results of an efficiency audit under Education Code 11.184. [See CCG]

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29. A district shall include on the home page of its website the prescribed statement if the district increases the amount of taxes to fund maintenance and operation expenditures under Tax Code 26.05(b). [See CCG]

30. A district shall maintain a link to the area of the comptroller's website where information on each of the district's agreements to limit appraised value, if any, is maintained, under Tax Code 313.0265(c). [See CCGB]

31. A district shall post a summary of its proposed budget concurrently with publication of the proposed budget under Education Code 44.0041. [See CE]

32. In the format prescribed by the comptroller, a district shall post or cause to be posted tax rate and budget information under Tax Code 26.18. [See CE]

33. A district shall maintain its adopted budget on the district's website until the third anniversary of the date the budget was adopted, under Education Code 44.0051. [See CE]

34. A district shall continuously post its contact information and Annual Local Debt Report under Local Government Code 140.008 and 34 Administrative Code 10.1–.6 on its website until the district posts the next annual report, or, as an alternative, the district may continually maintain a link to the comptroller's website where the district's financial information may be viewed. [See CFA]

35. Prior to conducting an active threat exercise, a district must provide adequate notice of the exercise through multiple distribution networks, including the district's website, under 19 Administrative Code 103.1211(b)(1). [See CKB]

36. A district must make available information regarding its compliance with requirements related to the transportation of students enrolled in the district who reside outside the district, under Education Code 34.007. [See CNA]

37. A district that does not participate in the uniform group health insurance program (TRS ActiveCare) shall post its comparability report, together with the policy or contract for the group health coverage plan, under Education Code 22.004(d). [See CRD]

38. A district that is a service provider seeking to limit liability under the Digital Millennium Copyright Act must post information regarding its designated agent under 17 U.S.C. 512(c)(2). [See CY]

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39. A district shall post its employment policy and any regulations referenced under Education Code 11.1513(a). [See DC]

40. A district shall post the board's employment policies under Education Code 21.204(d). [See DCB]

41. The board shall adopt and post on the district's website early childhood literacy and mathematics plans that set specific annual goals under Education Code 11.185. [See EA]

42. The board shall post on the district's website and on the website, if any, of each campus the annual report of progress toward the goals set under the early childhood literacy and mathematics plans under Education Code 11.185. [See EA]

43. The board shall post on the district's website and on the website, if any, of each campus the annual report of progress toward the goals set under the college, career, and military readiness plans under Education Code 11.186. [See EA]

44. A district shall post curriculum materials used in the district's human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, if the materials are in the public domain, under Education Code 28.004(j). [See EHAA]

45. A district shall post the transition and employment guide for students enrolled in special education programs and their parents in order to provide information on statewide services and programs that assist in the transition to life outside the public school system, under Education Code 29.0112. [See EHBAD]

46. A district shall make available on the district or campus website by November 1 of each school year a family engagement plan to assist the district in achieving and maintaining high levels of family involvement and positive family attitudes toward education, under 19 Administrative Code 102.1003(e). [See EHBG]

47. Annually, a district shall post any agreement between the district and a public institution of higher education to provide a dual credit program, under Education Code 28.009(b-2). [See EHDD]

48. A district shall publish information from TEA under Education Code 28.02121 explaining the advantages of the distinguished level of achievement and each endorsement. [See EIF]

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49. A district shall post the date the PSAT/NMSQT will be administered and the date any college advanced placement tests will be administered, under Education Code 29.916. [See EK]

50. A district that receives funds under Title 1, Part A shall post on its website and the website of each campus for each grade served, information on each assessment required by the state to comply with 20 U.S.C. 6311, other assessments required by the state, and assessments required district-wide, under 20 U.S.C. 6312(e)(2)(B). [See EKB]

51. A district shall post information regarding local programs and services, including charitable programs and services, available to assist students who are homeless, under Education Code 33.906. [See FDC]

52. A district shall prominently post information about required and recommended immunizations and procedures for claiming an exemption from immunization requirements under Education Code 38.019. [See FFAB]

53. Each school year, the board shall post a summary of the Guidelines for the Care of Students with Food Allergies at Risk for Anaphylaxis[1] on the district's website with instructions for obtaining access to the complete guidelines document, under Education Code 38.0151. [See FFAF]

54. A district must prominently display the contact information required to be listed for the Title IX Coordinator and policy on its website, if any, under 34 C.F.R. 106.8(b). [See FFH]

55. A district must make all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process publicly available on its website, if any, under 34 C.F.R. 106.45(b)(10)(i)(D). [See FFH]

56. To the extent practicable, a district must post the procedure for reporting bullying established by the district's bullying policy, under Education Code 37.0832(e). [See FFI]

57. A district shall post on its website, for each district campus, the email address and dedicated phone number of the campus behavior coordinator under Education Code 26.015. [See FO]

58. If the board designates a method for making a written request for public information, other than mail, email, or hand-delivery, the board must include a statement that a request may be made by that method on its website under Government Code

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552.234(b) unless the statement is on the sign required by Government Code 552.205. [See GBAA]

59. A board that allows requestors to use the public information request form created by the attorney general must post the form on the district website under Government Code 552.235. [See GBAA]

60. A district shall post on its website and each campus shall post on any campus website a notice regarding the district's ability to refuse entry or eject certain persons under Education Code 37.105 and 19 Administrative Code 103.1207(g), including the appeal process. [See GKA]

Optional Internet Postings

A district that maintains an internet website has the following options:

1. A board may broadcast an open meeting over the internet, under Government Code 551.128. [See BE]

2. A district may publish the superintendent's employment contract on the district's website instead of publishing it in the annual financial management report under 19 Administrative Code 109.1001(q)(3)(B)(i). [See CFA]

3. Notice of a vacant position for which a certificate or license is required may be provided by posting the position on the district's internet website, rather than on a bulletin board, under Education Code 11.1513. [See DC]

4. A district may place on its internet website a current copy of the procedural safeguards notice regarding special education and related services, under 34 C.F.R. 300.504(b). [See EHBAE]

5. A district may provide the annual notice to the parent of each student enrolled in grade 9 or above of the availability of subsidies for certain exam fees and the availability and enrollment qualifications for programs under which a student may earn college credit and career and technology education programs or other work-based education programs in the district, under Education Code 28.010. [See EHDD]

6. A board may post a mailing address and email address designated for receiving written requests for public information on its website under Government Code 552.234(d). [See GBAA]

Geospatial Data Products

"Geospatial data product" means a document, computer file, or internet website that contains geospatial data; a map; or information

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about a service involving geospatial data or a map. *Gov't Code 2051.101(1)*

Notice

A district shall include a notice on each geospatial data product that:

1. Is created or hosted by the district;
2. Appears to represent property boundaries; and
3. Was not produced using information from an on-the-ground survey conducted by or under the supervision of a registered professional land surveyor or land surveyor authorized to perform surveys under laws in effect when the survey was conducted.

The notice must be in substantially the following form: "This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

The notice may include language further defining the limits of liability of a geospatial data product producer; apply to a geospatial data product that contains more than one map; or for a notice that applies to a geospatial data product that is or is on an internet website, be included on a separate page that requires the person accessing the website to agree to the terms of the notice before accessing the geospatial data product.

Gov't Code 2051.102

Exemption

A district is not required to include the notice on a geospatial data product that:

1. Does not contain a legal description, a property boundary monument, or the distance and direction of a property line;
2. Is prepared only for use as evidence in a legal proceeding;
3. Is filed with the clerk of any court; or
4. Is filed with the county clerk.

Gov't Code 2051.103

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[1] TDSHS Guidelines for the Care of Students with Food Allergies at Risk for Anaphylaxis: https://www.dshs.texas.gov/sites/default/files/schoolhealth/pdf/FINAL%20Guidelines%20for%20Food%20Allergies%203.2023.pdf

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Criminal History Reviews

Definitions

"Criminal history clearinghouse" (clearinghouse) means the electronic clearinghouse and subscription service established by the Department of Public Safety (DPS) to provide criminal history record information to persons entitled to receive that information and to provide updates to such information. A person who is the subject of the criminal history record information requested must consent to the release of the information. *Gov't Code 411.0845(a), (h)*

"Criminal history record information" (CHRI) means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information, and other formal criminal charges and their dispositions. *Gov't Code 411.082(2)*

"National criminal history record information" (NCHRI) means criminal history record information obtained from DPS under Government Code Chapter 411, Subchapter F, and the Federal Bureau of Investigation (FBI) under Government Code 411.087. *Education Code 22.081(2)*

"Request for CHRI" is the processing and entry of a person's complete set of fingerprints in DPS's tenprint database and the comparison of those prints to DPS's latent print database and if authorized the entry into FBI's tenprint and comparison to the FBI's latent print database. *37 TAC 27.172*

Participation in the Criminal History Clearinghouse

The purpose of the clearinghouse is to:

1. Provide authorized entities with the Texas and FBI fingerprint-based criminal history results.
2. Provide authorized entities with subscription and notification service to disseminate updated criminal history information.

Districts shall only submit a request for CHRI on a person who has authorized the access of their information.

Districts may subscribe to a person in the clearinghouse, if the entity has the authority to view the record. Entities shall unsubscribe from a person when it no longer has authority to view a record.

Districts shall validate their subscriptions in accordance with DPS policies. "Validation" is a process whereby the subscriber reviews a subscription to determine whether they are still authorized to receive CHRI on that individual and updates the subscription accordingly. Validations are required on a yearly basis.

Districts shall maintain compliance with the FBI Criminal Justice Information Services Security Policy. Districts shall allow DPS and

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the FBI to conduct audits of their clearinghouse accounts to prevent any unauthorized access, use, or dissemination of the information.

37 TAC 27.171, .172(8), .174

Certified Persons

The State Board for Educator Certification (SBEC) shall review the NCHRI of a person who is an applicant for or holder of a certificate and who is employed by or is an applicant for employment by a district. *Education Code 22.0831(c)*

Noncertified Employees

Applicability

This section applies to a person who is not an applicant for or holder of a certificate from SBEC and who, on or after January 1, 2008, is offered employment by:

1. A district; or
2. A shared services arrangement, if the employee's or applicant's duties are or will be performed on school property or at another location where students are regularly present.

[For noncertified employees of a district or shared services arrangement hired before January 1, 2008, see All Other Employees, below.]

Information to DPS and TEA

Before or immediately after employing or securing the services of a person subject to this section, a district shall send or ensure that the person sends to DPS information that DPS requires for obtaining NCHRI, which may include fingerprints and photographs.

A district shall provide the Texas Education Agency (TEA) with the name of a person to whom this section applies. TEA shall examine the CHRI of the person and notify the district if the person may not be hired or must be discharged under Education Code 22.085.

Employment Pending Review

After the required information is submitted, the person may begin employment, but that employment is conditional upon the review of that person's CHRI by TEA and must be terminated if TEA makes a determination that the employee or applicant is ineligible for employment.

Criminal History

A district shall obtain all CHRI that relates to a person subject to this section through the clearinghouse and shall subscribe to the CHRI of that person. A district may require the person to pay any fees related to obtaining the CHRI.

Education Code 22.0833; 19 TAC 153.1109(d)

Districts of Innovation

A prohibition, restriction, or requirement imposed by Education Code Chapter 22, Subchapter C (Criminal History Records) on an

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open-enrollment charter school applies to the same extent to a district of innovation or other charter entity.

The failure of a district of innovation to provide information required under Education Code 22.0832 may result in termination of the district 's designation as a district of innovation. [See AF]

Education Code 22.0815

Substitute Teachers

This section applies to a person who is a substitute teacher for a district or shared services arrangement.

Applicability

For purposes of the CHRI review requirements, a "substitute teacher" is a teacher who is on call or on a list of approved substitutes to replace a regular teacher and has no regular or guaranteed hours. A substitute teacher may be certified or noncertified.

Information to DPS and TEA

A district shall send or ensure that a person to whom this section applies sends to DPS information required for obtaining NCHRI, which may include fingerprints and photographs.

A district shall provide TEA with the name of a person to whom this section applies. TEA shall examine the CHRI and certification records of the person and notify the district if the person:

1. May not be hired or must be discharged as provided by Education Code 22.085; or
2. May not be employed as a substitute teacher because the person's educator certification has been revoked or is suspended.

Employment Pending Review

After the required information is submitted, the person may begin employment, but that employment is conditional upon the review of that person's CHRI by TEA and must be terminated if TEA makes a determination that the employee or applicant is ineligible for employment.

Criminal History

A district shall obtain all CHRI that relates to a person to whom this section applies through the clearinghouse. A district may require the person to pay any fees related to obtaining the CHRI.

Education Code 22.0836; 19 TAC 153.1101(5), .1111(d)

Student Teachers

Applicability

This section applies to a person participating in an internship consisting of student teaching to receive a teaching certificate.

Criminal History

A student teacher may not perform any student teaching until:

1. The student teacher has provided to a district a driver's license or another form of identification containing the person's

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photograph issued by an entity of the United States government; and

2. The district has obtained from DPS all CHRI that relates to a student teacher. A district may also obtain CHRI relating to a student teacher from any other law enforcement agency, criminal justice agency, or private consumer reporting agency. A district may require a student teacher to pay any costs related to obtaining the CHRI.

Education Code 22.0835

Coordination of Efforts

TEA, SBEC, a district, and a shared services arrangement may coordinate as necessary to ensure that criminal history reviews authorized or required under Education Code Chapter 22, Subchapter C are not unnecessarily duplicated. *Education Code 22.0833(h)*

All Other Employees

A district shall obtain CHRI that relates to a person who is not subject to an NCHRI review under Education Code Chapter 21, Subchapter C and who is an employee of:

1. The district; or

2. A shared services arrangement, if the employee's duties are performed on school property or at another location where students are regularly present.

A district may obtain the CHRI from:

1. DPS;

2. A law enforcement or criminal justice agency; or

3. A private consumer reporting agency [see Consumer Credit Reports, below].

Education Code 22.083(a), (a-1); Gov't Code 411.097

Note: For criminal history record provisions regarding volunteers, see GKG. For provisions on employees of entities that contract with a district, see CJA.

Confidentiality of Record

CHRI that a district obtains from DPS, including any identification information that could reveal the identity of a person about whom CHRI is requested and information that directly or indirectly indicates or implies involvement of a person in the criminal justice system:

1. Is for the exclusive use of the district; and

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2. May be disclosed or used by the district only if, and only to the extent, disclosure is authorized or directed by a statute, rule, or order of a court of competent jurisdiction.

For purposes of these confidentiality provisions, "criminal history record" information does not refer to any specific document provided by DPS, but to the information contained, wholly or partly, in a document's original form or any subsequent form or use.

A district or an individual may not confirm the existence or nonexistence of CHRI to any person who is not eligible to receive the information.

Gov't Code 411.084

CHRI obtained by a district, in the original form or any subsequent form, may not be released to any person except the individual who is the subject of the information, TEA, or SBEC, or by court order. The CHRI is not subject to disclosure under Government Code Chapter 552 (Public Information Act).

An employee of a district may request from the district a copy of any CHRI related to that employee that the district has obtained from DPS. The district may charge a fee to provide the information, not to exceed the actual cost of copying the CHRI.

Gov't Code 411.097(d), (f)

Destruction of CHRI

A district shall destroy CHRI obtained from DPS on the earlier of:

1. The date the information is used for the authorized purpose; or
2. The first anniversary of the date the information was originally obtained.

Gov't Code 411.097(d)(3)

Confidentiality of Information Obtained from Applicant or Employee

A district may not release information collected about a person in order to obtain CHRI, including the person's name, address, phone number, social security number, driver's license number, other identification number, and fingerprint records, except:

1. To comply with Government Code Chapter 22, Subchapter C (criminal records);
2. By court order; or
3. With the consent of the person who is the subject of the information.

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In addition, the information is not subject to disclosure under Government Code Chapter ~~522 (Public Information Act).~~**552.**

The district shall destroy the information not later than the first anniversary of the date the information is received.

Education Code 22.08391

Unauthorized Disclosure of CHRI

A person commits a Class B misdemeanor if the person knowingly or intentionally:

1. Obtains CHRI in an unauthorized manner, uses the information for an unauthorized purpose, or discloses the information to a person who is not entitled to the information; or
2. Violates a DPS rule adopted under Government Code Chapter 411, Subchapter F.

A person commits a second degree felony if the person:

1. Obtains, uses, or discloses CHRI for remuneration or for the promise of remuneration; or
2. Employs another person to obtain, use, or disclose CHRI for remuneration or for the promise of remuneration.

Gov't Code 411.085

Refusal to Hire Convicted Applicants

A district shall discharge or refuse to hire an employee or applicant for employment if the district obtains information through a CHRI review that the employee or applicant has been:

1. Convicted of or placed on deferred adjudication community supervision for an offense requiring registration as a sex offender under Code of Criminal Procedure Chapter 62; or
2. Convicted of:
   a. A felony under Title 5, Penal Code, if the victim of the offense was under 18 years of age at the time the offense was committed; or
   b. An offense under the laws of another state or federal law that is equivalent to an offense under item 1 or 2a, above.

Exception

However, a district is not required to refuse to hire an applicant if the person committed an offense under Title 5, Penal Code and:

1. The date of the offense is more than 30 years before the date the person's employment will begin; and

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2. The applicant for employment satisfied all terms of the court order entered on conviction.

Certification to Commissioner

Each school year, the superintendent shall certify to the commissioner that the district has complied with the above provisions.

Sanctions

SBEC may impose a sanction on an educator who does not refuse to hire an applicant for employment if the educator knew that the applicant had been adjudicated for or convicted of having an inappropriate relationship with a minor in accordance with Education Code 21.009(e), or knew or should have known, through a CHRI review, that the applicant has been convicted of or placed on deferred adjudication community supervision for an offense described above.

SBEC may impose a sanction on a superintendent who falsely or inaccurately certified to the commissioner that the district had complied with Education Code 22.085. [See Certification to Commissioner, above]

Termination for Failure to Disclose

A district may discharge an employee if the district obtains information of the employee's conviction of a felony or misdemeanor involving moral turpitude that the employee did not disclose to SBEC or to the district. An employee so discharged is considered to have been discharged for misconduct for the purposes of Labor Code 207.044 (unemployment compensation).

Education Code 22.085; 19 TAC 249.15(b)(12), (14) [See DF]

Pre-employment Affidavit

An applicant for a certified or licensed position [see Professional Personnel at DBA(LEGAL)] with a school district, including a district of innovation, must submit, using a form adopted by TEA, a pre-employment affidavit disclosing whether the applicant has ever been charged with, adjudicated for, or convicted of having an inappropriate relationship with a minor.

An applicant who answers affirmatively concerning an inappropriate relationship with a minor must disclose in the affidavit all relevant facts pertaining to the charge, adjudication, or conviction, including, for a charge, whether the charge was determined to be true or false.

An applicant is not precluded from being employed based on a disclosed charge if the district determines based on the information disclosed in the affidavit that the charge was false.

A determination that an employee failed to disclose required information is grounds for termination of employment.

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SBEC may revoke the certificate of an administrator if the board determines it is reasonable to believe that the administrator employed an applicant for a position described by Education Code 21.003(a) or (b) despite being aware that the applicant had been adjudicated for or convicted of having an inappropriate relationship with a minor.

Education Code 21.009

Do Not Hire Registry

TEA shall develop and maintain an internet portal through which required reports may be confidentially and securely filed and TEA makes available:

1. The registry of persons who are not eligible to be employed in public schools; and
2. Information indicating that a person is under investigation.

Education Code 22.095

TEA shall maintain and make available through its internet portal a registry of persons who are not eligible to be employed by a district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement.

A district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement shall discharge or refuse to hire a person listed on the registry.

The registry must list:

1. An employee of an open enrollment charter school determined by TEA under Education Code 22.0832 as a person who would not be eligible for educator certification based on their NCHRI;
2. A noncertified person determined by TEA to be not eligible for employment based on the person's CHRI, as provided by Education Code 22.0833 [see DBAA];
3. A person who is not eligible for employment based on CHRI received by TEA under Education Code 21.058(b) indicating that a certified employee is required to register as a sex offender;
4. A person whose certification or permit is revoked by SBEC on a finding that the person engaged in misconduct described by Education Code 21.006(b)(2)(A) or (A-1) [see DHB]; and

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5. A noncertified person who is determined by the commissioner under Education Code 22.094 to have engaged in misconduct described by Education Code 22.093(c)(1)(A) or (B) [see DHC].

Education Code 22.092

Commercial Driver License Drug and Alcohol Clearinghouse

The U.S. Department of Transportation (DOT) operates and maintains a national clearinghouse for records relating to alcohol and controlled substances testing of commercial motor vehicle operators in order to improve compliance with DOT's alcohol and controlled substances testing program applicable to commercial motor vehicle operators [see DHE] and to enhance the safety of roadways by reducing accidents and injuries involving the misuse of alcohol or use of controlled substances by operators of commercial motor vehicles. *49 U.S.C. 31306a*

Pre-employment Query Required

A district must not employ a driver subject to controlled substances and alcohol testing under 49 C.F.R. Part 382 to perform a safety-sensitive function without first conducting a pre-employment query of the federal Drug and Alcohol Clearinghouse to obtain information about the driver's previous test results.

Annual Query Required

A district must conduct a query of the federal Drug and Alcohol Clearinghouse at least once per year for information for all employees subject to controlled substance and alcohol testing under 49 C.F.R. Part 382 to determine whether information exists about those employees.

Prohibition

A district may not allow a driver **the district employs or intends to hire or use** to perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has a prohibited test result.

Recordkeeping Required

A district must retain for three years a record of each query and all information received in response to each query made under this section.

49 C.F.R. 382.701

Consumer Credit Reports

Definitions

"Adverse action" includes a denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee.

"Consumer report" includes any information from a consumer reporting agency that is used or expected to be used as a factor in establishing the person's eligibility for employment.

"Consumer reporting agency" is an agency that, for monetary fees, dues, or on a cooperative nonprofit basis, regularly assembles or

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evaluates consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties.

"Employment purposes" when used in connection with a consumer report means a report used for the purpose of evaluating a person for employment, promotion, reassignment, or retention as an employee.

15 U.S.C. 1681a

Obtaining Reports

A district may not procure a consumer report for employment purposes unless:

1. The district has provided the applicant or employee a written disclosure that a consumer report may be obtained for employment purposes; and
2. The applicant or employee has authorized in writing the procurement of the consumer report.

Adverse Action

Before taking any adverse action based on the consumer report, a district shall provide the applicant or employee a copy of the consumer report and a written description of the person's rights under the Fair Credit Reporting Act, as prescribed by the Federal Trade Commission.

15 U.S.C. 1681b(b)(2)

~~Address Discrepancies~~

~~"Notice of address discrepancy" means a notice sent to a user by a consumer reporting agency that informs the user of a substantial difference between the address for the consumer that the user provided to request the consumer report and the address(es) in the agency's file for the consumer.~~

~~A district must develop and implement reasonable policies and procedures designed to enable the district, when it receives a notice of address discrepancy, to form a reasonable belief that a consumer report relates to the consumer about whom it has requested the report.~~

~~If a district regularly and in the ordinary course of business furnishes information to the consumer reporting agency from which it received the notice of address discrepancy, the district must also develop and implement reasonable policies and procedures for furnishing an address for the consumer, which the district has reasonably confirmed is accurate, to the consumer reporting agency.~~

~~*16 C.F.R. 641.1*~~

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Disposal of Records

A district must properly dispose of a consumer report by taking reasonable measures to protect against unauthorized access to or use of the information.

"Dispose" includes discarding or abandoning the consumer report, or selling, donating, or transferring any medium, including computer equipment, upon which the consumer report is stored.

Examples of reasonable measures include:

1. Burning, pulverizing, or shredding papers containing a consumer report so the information cannot practicably be read or reconstructed;
2. Destroying or erasing electronic media containing a consumer report so that the information cannot practicably be read or reconstructed; or
3. After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of the consumer report.

16 C.F.R. 682.3

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Fair Labor Standards Act

Minimum Wage and Overtime

Unless an exemption applies, a district shall pay each of its employees not less than minimum wage for all hours worked. *29 U.S.C. 206(a)(1)*

Unless an exemption applies, a district shall pay an employee not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 in any workweek. *29 U.S.C. 207(a)(1); 29 C.F.R. pt. 778*

Breaks for Nonexempt Employees

Rest periods of up to 20 minutes must be counted as hours worked. Coffee breaks or time for snacks are rest periods, not meal periods. *29 C.F.R. 785.18*

Bona fide meal periods of 30 minutes or more are not counted as hours worked if the employee is completely relieved from duty. The employee is not relieved from duty if the employee is required to perform any duties, whether active or inactive, while eating. For example, an office employee who is required to eat at his or her desk is working while eating. It is not necessary that an employee be permitted to leave the premises if the employee is otherwise completely freed from duties during the meal period. *29 C.F.R. 785.19*

Compensatory Time

Accrual

Nonexempt employees may receive, in lieu of overtime compensation, compensatory time off at a rate of not less than one and one-half hours for each hour of overtime work, pursuant to an agreement or understanding arrived at between the employer and employee before the performance of the work. Such agreement or understanding may be informal, such as when an employee works overtime knowing that the employer rewards overtime with compensatory time.

An employee may accrue not more than 240 hours of compensatory time. If the employee's overtime work included a public safety activity, an emergency response activity, or a seasonal activity, the employee may accrue not more than 480 hours of compensatory time. After the employee has reached these limits, the employee shall be paid overtime compensation for additional overtime work.

Payment for Accrued Time

Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time of payment. An employee who has accrued compensatory time off shall be paid for any unused compensatory time upon separation from employment at the rates set forth at 29 U.S.C. 207(o)(4).

Use

An employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the district.

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The Fair Labor Standards Act (FLSA) does not prohibit a district from compelling the use of accrued compensatory time.

29 U.S.C. 207(o); Christensen v. Harris ~~County,~~Cnty., 529 U.S. 576 (2000); Houston Police Officers' Union v. City of Houston, 330 F.3d 298 (5th Cir. 2003)

Exempt Employees

The minimum wage and overtime provisions do not apply to any employee employed in a bona fide executive, administrative, or professional capacity. *29 U.S.C. 213(a)(1)*

Academic Administrators

The term "employee employed in a bona fide administrative capacity" includes an employee:

1. Compensated ~~for services~~ on a salary or fee basis at a rate of not less than $~~455~~684 per week, exclusive of board, lodging, or other facilities~~,~~; or on a salary basis ~~that~~which is at least equal to the entrance salary for teachers in the district by which employed; and

2. Whose primary duty is performing administrative functions directly related to academic instruction or training in a district or department or subdivision thereof.

"Performing administrative functions directly related to academic instruction or training" means work related to the academic operations and functions in a school rather than to administration along the lines of general business operations. Such academic administrative functions include operations directly in the field of education. Jobs relating to areas outside the educational field are not within the definition of academic administration.

Employees engaged in academic administrative functions include:

1. The superintendent or other head of an elementary or secondary school system, and any assistants, responsible for administration of such matters as curriculum, quality and methods of instructing, measuring and testing the learning potential and achievement of students, establishing and maintaining academic and grading standards, and other aspects of the teaching program;

2. The principal and any vice principals responsible for the operation of an elementary or secondary school;

3. Academic counselors who perform work such as administering school testing programs, assisting students with academic problems and advising students concerning degree requirements; and

4. Other employees with similar responsibilities.

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Jobs relating to building management and maintenance, jobs relating to the health of the students, and academic staff such as social workers, psychologists, lunchroom managers, or dietitians do not perform academic administrative functions, although such employees may qualify for another exemption.

29 C.F.R. 541.204

Salary Basis

To qualify as an exempt executive, administrative, or professional employee, the employee must be compensated on a salary basis, unless the employee is a teacher. Subject to the exceptions listed in the rule, an employee must receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. A district that makes improper deductions from salary shall lose the exemption if the facts demonstrate that the district did not intend to pay exempt employees on a salary basis. *29 C.F.R. 541.600, .602(a), .603*

Partial-Day Deductions

A district employee who otherwise meets the salary basis requirements shall not be disqualified from exemption on the basis that the employee is paid according to a pay system established by statute, ordinance, or regulation, or by a policy or practice established pursuant to principles of public accountability, under which the employee accrues personal leave and sick leave and which requires the employee's pay to be reduced or the employee to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one workday when accrued leave is not used by an employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

Deductions from the pay of a district employee for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

29 C.F.R. 541.710

Safe Harbor Policy

If a district has a clearly communicated policy that prohibits improper pay deductions and includes a complaint mechanism, reimburses employees for any improper deductions, and makes a good faith commitment to comply in the future, the district will not lose

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the exemption unless the district willfully violates the policy by continuing to make improper deductions after receiving employee complaints.

The best evidence of a clearly communicated policy is a written policy that was distributed to employees before the improper pay deductions by, for example, providing a copy of the policy to employees upon hire, publishing the policy in an employee handbook, or publishing the policy on a district's intranet.

29 C.F.R. 541.603(d)

Teachers

The term "employee employed in a bona fide professional capacity" includes any employee with a primary duty of teaching, tutoring, instructing, or lecturing in the activity of imparting knowledge and who is employed and engaged in this activity as a teacher in an elementary or secondary school system by which the employee is employed. The salary basis requirements do not apply to teaching professionals.

Exempt teachers include:

1. Regular academic teachers;
2. Teachers of kindergarten or nursery school pupils;
3. Teachers of gifted or disabled children;
4. Teachers of skilled and semi-skilled trades and occupations;
5. Teachers engaged in automobile driving instruction;
6. Home economics teachers; and
7. Vocal or instrumental music instructors.

Those faculty members who are engaged as teachers but also spend a considerable amount of their time in extracurricular activities such as coaching athletic teams or acting as moderators or advisors in such areas as drama, speech, debate, or journalism are engaged in teaching. Such activities are a recognized part of the schools' responsibility in contributing to the educational development of the student.

The possession of an elementary or secondary teacher's certificate provides a clear means of identifying the individuals contemplated as being within the scope of the exemption for teaching professionals. Teachers who possess a teaching certificate qualify for the exemption regardless of the terminology (e.g., permanent, conditional, standard, provisional, temporary, emergency, or unlimited) used by the state to refer to different kinds of certificates. However, a teacher who is not certified may be considered for

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exemption, provided that such individual is employed as a teacher by the employing school or school system.

29 C.F.R. 541.303

Wage and Hour Records

A district shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the FLSA. *29 C.F.R. 516.2(a)*

Payday Law Exemption

The Texas Payday Law does not apply to the state or a political subdivision. *Labor Code 61.003*

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SECTION E: INSTRUCTION

EA INSTRUCTIONAL GOALS AND OBJECTIVES

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SECTION E: INSTRUCTION

EHBH Other Special Populations
EHBI Adult and Community Education
EHBJ Innovative and Magnet Programs
EHBK Other Instructional Initiatives
EHBL High School Equivalency
EHBM Travel Study
EHBN Honors
EHD Alternative Methods for Earning Credit
EHDA Summer School
EHDB Credit by Examination with Prior Instruction
EHDC Credit by Examination without Prior Instruction
EHDD College Course Work/Dual Credit
EHDE Distance Learning
EHDF Local Remote Learning Program

EI ACADEMIC ACHIEVEMENT
EIA Grading/Progress Reports to Parents
EIAA Examinations
EIAB Makeup Work
EIB Homework
EIC Class Ranking
EID Honor Rolls
EIE Retention and Promotion
EIF Graduation

EK TESTING PROGRAMS
EKB State Assessment
EKBA English Learners/Emergent Bilingual Students
EKC Reading Assessment
EKD Mathematics Assessment

EL CAMPUS OR PROGRAM CHARTERS
ELA Partnership Charters

EM MISCELLANEOUS INSTRUCTIONAL POLICIES
EMA Academic Freedom
EMB Teaching About Controversial Issues
EMD Ceremonies and Observances
EMG Non-Service Animals
EMI Study of Religion

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School Library

A district possesses significant discretion to determine the content of its school libraries. A district must, however, exercise its discretion in a manner consistent with the First Amendment.

Removal of Library Materials

Students' First Amendment rights are implicated by the removal of books from the shelves of a school library. A district shall not remove materials from a library for the purpose of denying students access to ideas with which the district disagrees. A district may remove materials because they are pervasively vulgar or based solely upon the educational suitability of the books in question.

Bd. of Educ. v. Pico, 457 U.S. 853 (1982)

Instructional Materials

Instructional materials selected for use in the public schools shall be furnished without cost to students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment [see CMD]. *Education Code 31.001*

Parental Access

A parent is entitled to:

1. Review all teaching materials, instructional materials, including while the child is participating in virtual or remote learning, and other teaching aids used in the classroom of the parent's child;
2. Review each test administered to the child after the test is administered; and
3. Observe virtual instruction while the parent's child is participating in virtual or remote learning to the same extent the parent would be entitled to observe in-person instruction of the child.

A district shall make teaching materials and tests readily available for parental review and may specify reasonable hours for such review.

Taking Home Materials

A student's parent is entitled to request that a district allow the student to take home any instructional materials used by the student. Subject to the availability of the instructional materials, a district or school shall honor the request. A student who takes home instructional materials must return the instructional materials to school at the beginning of the next school day if requested to do so by the student's teacher.

Students Without Reliable Access to Technology

A district must provide the instructional materials to the student in printed format if the student does not have reliable access to technology at the student's home. This requirement does not require a

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district to purchase printed copies of instructional materials that the district would not otherwise purchase. A district may comply with this requirement by providing the student a printout of the relevant electronic instructional materials.

Learning Management System or Online Portal

A district that uses a learning management system or any online learning portal to assign, distribute, present, or make available instructional materials as defined by Education Code 31.002 [see EFA] to students shall provide login credentials to the system or portal to each student's parent.

Education Code 26.006

Harmful Materials

"Harmful material" means material whose dominant theme taken as a whole:

1. **Appeals to the prurient interest of a minor, in sex, nudity, or excretion;**
2. **Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and**
3. **Is utterly without redeeming social value for minors.**

Penal Code 43.24(a)

Obscene

"Obscene" means material or a performance:

1. **The average person, applying contemporary community standards, would find that taken as a whole appeals to the prurient interest in sex;**
2. **Depicts or describes**
   a. **Patently offensive representations or descriptions of ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse, sodomy, and sexual bestiality; or**
   b. **Patently offensive representations or descriptions of masturbation, excretory functions, sadism, masochism, lewd exhibition of the genitals, the male or female genitals in a state of sexual stimulation or arousal, covered male genitals in a discernibly turgid state or a device designed and marketed as useful primarily for stimulation of the human genital organs; and**
3. **Taken as a whole, lacks serious literary, artistic, political, and scientific value.**

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Penal Code 43.21(1)

Information Collection and Access

U.S. ED–Funded Surveys **(PPRA)**

Consent Required

~~No~~**Under the Protection of Pupil Rights Amendment (PPRA), no** student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education (ED), to submit to a survey, analysis, or evaluation that reveals information concerning the topics listed at Protected Information, below, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent. *20 U.S.C. 1232h(b)*

Parental Inspection

All instructional materials, including teacher's manuals, films, tapes, or other supplementary material, that will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. ED shall be available for inspection by the parents or guardians of the children. *20 U.S.C. 1232h(a)*

Information Collection Funded by Other Sources

Policies

Except as provided by 20 U.S.C. 1232h(a) or (b) [see U.S. ED Funded Surveys, above], as a condition of receiving funds for a program funded in whole or in part by the U.S. ED, a district shall develop and adopt policies, in consultation with parents, pursuant to 20 U.S.C. 1232h(c)(1), regarding the following:

1. The parent's right to inspect a survey created by a third party before the survey is administered or distributed by a school to the student and any applicable procedures for granting a request by a parent for reasonable access to such survey within a reasonable period of time after the request is received.

2. A district's arrangements to protect student privacy in the event a survey containing one or more of the items listed under Protected Information, below, is administered or distributed to a student.

3. The parent's right to inspect any instructional material used in the educational curriculum for the student and any applicable procedures for granting a request by a parent for reasonable access to instructional material within a reasonable period of time after the request is received.

4. The administration of physical examinations or screenings that a district may administer to the student.

5. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or selling that information. This provision does not apply to use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational

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products or services for or to students or educational institutions, such as recruiters, book clubs, curriculum and instructional materials used by schools, sale by students of products or services to raise funds for school-related or education-related activities, or student recognition programs.

6. The parent's right to inspect any instrument used in collection of personal information in item 5 above, before the instrument is administered and any applicable procedures for granting a request by a parent for reasonable access to such instrument within a reasonable period of time after the request is received.

A district need not develop and adopt new policies if TEA or the district had in place, on January 8, 2002, policies covering the requirements of 20 U.S.C. 1232h(c)(1). [See CRD, FFAA, FL, and FNG]

Parental Notification

A district shall provide for reasonable notice of the adoption or continued use of such policies directly to the parents of the students enrolled in schools served by the district. At a minimum, a district shall:

1. Provide notice at least annually, at the beginning of the school year and within a reasonable time after any substantive change in the policies; and

2. Offer an opportunity for the parent to opt the student out of participation in an activity described below.

A district shall directly notify the parent of a student, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when activities, described below, are scheduled or expected to be scheduled. The following activities require notification under this section:

1. Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information.

2. The administration of any survey containing one or more items described at Protected Information, below.

3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or of other students.

20 U.S.C. 1232h(c)(1)–(4) [See FFAA]

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Protected Information

Protected information addressed by 20 U.S.C. 1232h includes:

1. Political affiliations or beliefs of the student or the student's parents.
2. Mental and psychological problems of the student or the student's family.
3. Sex behavior and attitudes.
4. Illegal, anti-social, self-incriminating, and demeaning behavior.
5. Critical appraisals of other individuals with whom respondents have close family relationships.
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers.
7. Religious practices, affiliations, or beliefs of the student or student's parent.
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

20 U.S.C. 1232h(b), (c)(1)(B)

"Personal Information" Defined

The term "personal information" means individually identifiable information, including a student's:

1. First and last name;
2. Home or physical address, including street name and city or town;
3. Telephone number; or
4. Social security identification number.

20 U.S.C. 1232h(c)(6)(E)

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Driver Education

A school district shall consider offering a driver education and traffic safety course during each school year. If the district offers the course, the district may:

1. Conduct the course and charge a fee for the course in the amount determined by the Texas Education Agency (TEA) to be comparable to the fee charged by a driver education provider that holds a license under Education Code Chapter 1001; or

2. Contract with a driver education provider that holds a license under Education Code Chapter 1001 to conduct the course.

Education Code 29.902(c)

[For more information regarding driver education safety program requirements, see 16 Administrative Code Chapter 84.]

Life Skills Programs

A district may provide an integrated program of educational and support services for students who are pregnant or who are parents. If a district provides such a program, the program shall include all of the following:

1. Individual counseling, peer counseling, and self-help programs.

2. Career counseling and job readiness training.

3. Day care for the students' children on the campus or at a day care facility in close proximity to the campus.

4. Transportation for children of students to and from the campus or day care facility.

5. Transportation for students, as appropriate, to and from the campus or day care facility.

6. Instruction related to knowledge and skills in child development, parenting, and home and family living.

7. Assistance to students in the program in obtaining available services from government agencies or community service organizations, including prenatal and postnatal health and nutrition programs.

A district shall solicit recommendations for obtaining community support for the students and their children in the life skills programs.

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A district may operate a shared services arrangement program to operate a life skills program for student parents.

Education Code 29.085 [See EHBC and FNE]

School-Based Savings Program

A district may establish a school-based savings program to facilitate increased awareness of the importance of saving for higher education and facilitate personal financial literacy instruction. A district may offer the program in conjunction with a personal financial literacy course under Education Code 28.0021 [see EHAC].

A school-based savings program may, through partnerships with appropriate institutions, promote:

1. General savings, by offering savings accounts or certificates of deposit through partner financial institutions; or
2. Savings dedicated for higher education, by offering through partner institutions the following accounts or bonds the primary purpose of which must be to pay expenses associated with higher education:
   a. An account authorized under Section 529, Internal Revenue Code of 1986;
   b. A Coverdell education savings account established under 26 U.S.C. Section 530;
   c. A certificate of deposit;
   d. A savings account; and
   e. A Series I savings bond.

A district establishing a program:

1. Shall seek to establish partnerships with appropriate institutions that are able to offer an account or bond above; and
2. May seek to establish partnerships with public sector partners, private businesses, nonprofit organizations, and philanthropic organizations in the community.

A partnership established between a district and:

1. An appropriate institution may allow a student in the program or the student and an adult in the student's family jointly to have an opportunity to establish an account or purchase a bond; and
2. An appropriate institution, public sector partner, private business, or nonprofit or philanthropic organization may provide:

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a. A structure for the management of the program; and

b. Incentives that encourage contribution to a school-based account or purchase of a bond, including incentives that provide matching funds or seed funding.

Education Code 28.0024

Local Credit Courses

A district may offer courses for local credit in addition to those in the required curriculum. The State Board of Education shall:

1. Be flexible in approving a course for credit for high school graduation; and

2. Approve courses in cybersecurity for credit for high school graduation.

Education Code 28.002(f) [See EIF]

Apprenticeships

A district may offer a course or other activity, including an apprenticeship or training hours needed to obtain an industry-recognized credential or certificate, that is approved by the board for credit without obtaining State Board of Education approval if the district meets the requirements in Education Code 28.002(g-1) and (g-2).

A district shall annually report to TEA the names of the locally developed courses, programs, institutions of higher education, and internships in which the district's students have enrolled under this section. TEA shall make information provided under this section available to other districts.

Education Code 28.002(g-1)–(g-2); 19 TAC 74.11(n)

Cybersecurity

A district may offer a course in cybersecurity that is approved by the board for credit without obtaining State Board of Education approval if the district partners with a public or private institution of higher education that offers an undergraduate degree program in cybersecurity to develop and provide the course. *Education Code 28.002(g-3)*

A district shall annually report to TEA the names of cybersecurity courses approved by the board for credit and institutions of higher education in which the district's students have enrolled as authorized above. TEA shall make information provided under this section available to other districts. *19 TAC 74.11(o)*

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Admission, Review, and Dismissal Committee

Each district must establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full individual and initial evaluation is conducted. The ARD committee is the individualized education program (IEP) team defined in federal law and regulations, including 34 C.F.R. 300.321.

The district is responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including the responsibilities listed at 19 Administrative Code 89.1050.

19 TAC 89.1050(a); 34 C.F.R. 300.116(a), .321(a)

Committee Members

A district shall ensure that each ARD committee meeting includes all of the following:

1. The parents of a student with a disability;
2. At least one regular education teacher of the student (if the student is, or may be, participating in the regular education environment);
3. At least one special education teacher or, if appropriate, at least one special education provider of the student;
4. A representative of the district who:
   a. Is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities;
   b. Is knowledgeable about the general education curriculum; and
   c. Is knowledgeable about the availability of resources of the district;
5. Other individuals who have knowledge or special expertise regarding the student at the discretion of the district or the parent;
6. An individual who can interpret the instructional implications of evaluation results, who may be a member of the ARD committee described in items 2–5;
7. The student, if appropriate;
8. For a student who is suspected to be deaf or hard of hearing, a teacher who is certified in the education of students who are deaf or hard of hearing;

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9. For a student with a suspected or documented visual impairment, a teacher who is certified in the education of students with visual impairments;

10. For a student with suspected or documented deaf-blindness, a teacher who is certified in the education of students with visual impairments and a teacher who is certified in the education of students who are deaf or hard of hearing;

11. For a student with limited English proficiency, a member of the language-proficiency assessment committee (LPAC), who may also be a member as described at items 2 or 3;

12. A representative of any participating agency likely to be responsible for providing transition services for a student, as appropriate, and with the consent of the student's parents or a student who has reached the age of majority; and

13. When considering initial or continued placement of a student in a career and technical education program, a representative from career and technical education, preferably the teacher.

The special education teacher or special education provider that participates in the ARD committee meeting must be appropriately certified or licensed as required by 34 C.F.R. 300.18 and 300.156.

19 TAC 75.1023(d)(1), 89.1050(c); 20 U.S.C. 1414(d)(1)(B); 34 C.F.R. 300.321;

A district member of the ARD committee shall not be required to attend an IEP meeting, in whole or in part, if the parent and the district agree in writing that the attendance is not necessary because the member's area of the curriculum or related services is not being modified or discussed during the meeting.

A district member of the ARD committee may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of curriculum or related services if the parent, in writing, and the district consent to the excusal and the member submits, in writing, to the parent and the ARD committee, input into the development of the IEP before the meeting.

20 U.S.C. 1414(d)(1)(C); 34 C.F.R. 300.321(e)

Regular Education Teacher

If an ARD committee is required to include a regular education teacher, the regular education teacher must, to the extent practicable, be a teacher who is responsible for implementing a portion of the child's IEP. *Education Code 29.005(a)*

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Parent Involvement

A district shall take steps to ensure that one or both parents of a student with a disability are present at each ARD committee meeting or are afforded an opportunity to participate, including:

1. Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend (the notice shall include the purpose, time, and location of the meeting, who will be in attendance, that persons with knowledge or special expertise may be invited by either the parent or the district, and that the Part C service coordinator or other representatives of the Part C system may be invited to the initial meeting for a child previously served under a Part C early childhood intervention program); and

2. Scheduling the meeting at a mutually agreed on time and place.

If the purpose of the meeting is to consider transition services, the notice must also indicate this purpose, indicate that the district will invite the student, and identify any other agency that will be invited to send a representative.

34 C.F.R. 300.322(a)–(b); 19 TAC 89.1050(d)

Alternative Means of Meeting Participation

If neither parent can attend an ARD meeting, the district must allow other methods of participation, such as through telephone calls or video conferencing. *20 U.S.C. 1414(f); 34 C.F.R. 300.322(c); 19 TAC 89.1050(d)*

An ARD meeting may be conducted without a parent in attendance if a district is unable to convince the parents that they should attend, but the district shall have a record of its attempts to arrange a mutually agreed on time and place, such as detailed records of telephone calls, correspondence, or visits made or attempted and the results of any of those actions. *34 C.F.R. 300.322(d)*

Meetings

A district shall initiate and conduct ARD committee meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability. The committee shall review each child's IEP periodically, and, if appropriate, revise the IEP. A meeting must be held for this purpose at least once a year. The ARD committee must also determine the child's placement once a year.

A "meeting" does not include informal or unscheduled conversations involving district personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provisions if those issues are not addressed in the child's IEP. A "meeting" also does not include preparatory activities that district

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personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

20 U.S.C. 1414(d)(4); 34 C.F.R. 300.116(b)(1), .324(b), (c)(1), .501(b)(3)

Meeting at Parent's Request

Upon receipt of a written request for an ARD committee meeting from a parent, the school district must schedule and convene a meeting in accordance with the procedures in 19 Administrative Code 89.1050(d) or within five school days, provide the parent with written notice explaining why the district refuses to convene a meeting. *19 TAC 89.1050(e)*

Written Notice

If a parent is unable to speak English, a district must provide the parent with a written notice regarding the ARD committee meeting required under 19 Administrative Code 89.1050(d) (notice for purposes of scheduling) or (e)(2) (notice explaining why the district refuses to convene a meeting) in the parent's native language, unless it is clearly not feasible to do so. If the parent's native language is not a written language, the school district must take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication so that the parent understands the content of the notice. *19 TAC 89.1050(f)*

Transfer Students

In-State Transfers

When a student transfers to a new district within the state in the same school year and the parents verify that the student was receiving special education services in the previous district or the previous district verifies in writing or by telephone that the student was receiving special education services, the new school district must meet the requirements of 34 C.F.R. 300.323(e) regarding the provision of special education services. The timeline for completing the requirements outlined in 34 C.F.R. 300.323(e)(1) or (2) is 30 school days from the date the student is verified as being a student eligible for special education services.

Transfers from Another State

When a student transfers from a district in another state in the same school year and the parents verify that the student was receiving special education services in the previous district or the previous district verifies in writing or by telephone that the student was receiving special education services, the new district must meet the requirements of 34 C.F.R. 300.323(f) regarding the provision of special education services. If the new district determines that an evaluation is necessary, the evaluation is considered a full individual and initial evaluation and must be completed within the timelines established by 19 Administrative Code 89.1011(c) and (e). The timeline for completing the requirements in 34 C.F.R. 300.323(f)(2), if appropriate, is 30 calendar days from the date of

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the completion of the evaluation report. If the school district determines that an evaluation is not necessary, the timeline for completing the requirements outlined in 34 C.F.R. 300.323(f)(2) is 30 school days from the date the student is verified as being a student eligible for special education services.

A student with a disability who has an IEP in place from a previous in- or out-of-state district and who enrolls in a new district during the summer is not considered a transfer student for the purposes of this provision or for 34 C.F.R. 300.323(e) or (f). For these students, the new district must implement the IEP from the previous district in full on the first day of class of the new school year or must convene an ARD committee meeting during the summer to revise the student's IEP for implementation on the first day of class of the new school year.

19 TAC 89.1050(j)

Transfer of Records

The district in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous district.

The previous district shall take reasonable steps to promptly respond to the request from the new district and must furnish the new school district with a copy of the student's records, including the student's special education records, not later than the tenth working day after the date a request for the information is received by the previous school district.

20 U.S.C. 1414(d)(2)(C)(ii); 34 C.F.R. 300.323(g); 19 TAC 89.1050(j)(3)

Students Who Are Homeless or in Substitute Care

When a student who is homeless or in substitute care transfers into a district after being referred by a previous district for a special education evaluation, the receiving district must accept the referral and ensure that any written report of a full individual and initial evaluation ~~must be~~**is** completed in accordance with the timelines established in 19 Administrative Code 89.1011 (relating to Full **and** Individual~~ and~~ Initial Evaluation).

When a student who is ~~already~~**homeless or in substitute care is** eligible for special education and ~~is homeless or in substitute care~~ transfers into a **new** district during the school year, the receiving district must ensure that it meets the student transfer requirements of 19 Administrative Code 89.1050(j) (relating to the Admission, Review, and Dismissal Committee).

19 TAC 89.1615

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Military Dependents

A district shall initially provide comparable services to a military student with disabilities based on his or her current IEP. This does not preclude the district from performing subsequent evaluations to ensure appropriate placement of the student. *Education Code 162.002 art. V, C* [See FDD]

Individualized Education Program

A district shall develop, review, and revise an IEP for each child with a disability. *20 U.S.C. 1412(a)(4); 34 C.F.R. 300.320(a)*

At the beginning of each school year, a district shall have in effect, for each child with a disability in its jurisdiction, an IEP. *20 U.S.C. 1414(d)(2)(A); 34 C.F.R. 300.323(a)*

The term "individualized education program" means a written statement for each student with a disability that documents the decisions of the ARD committee with respect to issues discussed at each committee meeting and includes:

1. A statement of the student's present levels of academic achievement and functional performance;
2. A statement of measurable annual goals, including academic and functional goals;
3. A description of how the student's progress toward the annual goals will be measured and when periodic reports on the progress of the student will be provided;
4. A statement of the specific special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student;
5. A statement of the program modifications or supports for school personnel that will be provided for the student;
6. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and nonacademic activities;
7. The projected dates for initiation of services and modifications and the anticipated frequency, location, and duration of these services and modifications;
8. A statement of any individual appropriate and allowable accommodations that are necessary to measure the academic achievement and functional performance of the student on state or district-wide assessments;
9. If the ARD committee determines that the student must take an alternative assessment instead of a particular regular state

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or district-wide assessment, a statement of why the student cannot participate in the regular assessment and why the particular assessment selected is appropriate for the student;

10. If the ARD committee determines that a student is in need of extended school year (ESY) services, identification of the goals and objectives that will be addressed during ESY services;

11. Beginning not later than when a student reaches 14 years of age and updated annually thereafter, the ARD committee's consideration and decisions regarding the transition issues under 19 Administrative Code 89.1055(h) [see EHBAD];

12. Beginning not later than the first IEP to be in effect when the student is 16, or younger if determined appropriate by the ARD committee, and updated annually thereafter, a statement of appropriate measurable postsecondary goals and transition services needed to assist the student in reaching those goals [see EHBAD];

13. Beginning not later than one year before the student reaches the age of 17, a statement that the student has been informed of the rights that will transfer to the student upon reaching the age of majority;

14. The date of the meeting;

15. The name, position, and signature of each member participating in the meeting; and

16. An indication of whether the child's parents, the adult student, if applicable, and the administrator agreed or disagreed with the decisions of the ARD committee.

20 U.S.C. 1414(d); 34 C.F.R. 300.320; Education Code 29.005(b-1), .011; 19 TAC 89.1055

The written statement of a student's IEP may be required to include only information included in the model form developed by the Texas Education Agency (TEA) under Education Code 29.0051(a) and posted on the TEA website. A district may use the model form to comply with the requirements for an IEP under 20 U.S.C. 1414(d). *Education Code 29.005(f), .0051*

IEP Supplement

For each child who was enrolled in a district's special education program during the 2019–20 school year or the 2020–21 school year, the district shall prepare a supplement to be included with the written statement of the IEP. For more information about the re-

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quired supplement, see Education Code 29.0052 and the commissioner rules, when adopted. This requirement expires September 1, 2023. *Education Code 29.0052*

Supplemental Special Education Services

The ARD committee of a student approved for participation in the supplemental special education services and instructional materials program shall provide to the student's parent at an ARD committee meeting for the student:

1. Information regarding the types of supplemental special education services available under the program and provided by agency-approved providers for which an account maintained under Education Code 29.042(b) for the student may be used; and

2. Instructions regarding accessing the account.

The supplemental special education services and instructional materials program (SSES) expires September 1, 2024.

Education Code 29.048

A district shall notify parents and guardians of students served by special education of the SSES program and how to apply.

A student's ARD committee may not consider a student's current or anticipated eligibility for any supplemental special education instructional materials or services that may be provided under the SSES program when developing or revising a student's IEP, when determining a student's educational setting, or in the provision of a free appropriate public education.

19 TAC 102.1601(i)-(j)

Behavioral Intervention Plan

The ARD committee may determine that a behavior improvement plan or a behavioral intervention plan is appropriate for a student for whom the committee has developed an IEP. *Education Code 29.005(g)*

If the committee makes that determination, the behavior improvement plan or behavioral intervention plan shall be included as part of the student's IEP and provided to each teacher with responsibility for educating the student.

If a behavior improvement plan or a behavioral intervention plan is included as part of a student's IEP, the ARD committee shall review the plan at least annually, and more frequently if appropriate, to address:

1. Changes in a student's circumstances that may impact the student's behavior, such as:

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a. The placement of the student in a different educational setting;

b. An increase or persistence in disciplinary actions taken regarding the student for similar types of behavioral incidents;

c. A pattern of unexcused absences; or

d. An unauthorized, unsupervised departure from an educational setting; or

2. The safety of the student or others.

19 TAC 89.1055(g); Education Code 29.005(h)

Translation of IEP into Native Language

If the parent is unable to speak English and Spanish is the parent's native language, a district shall provide a written or audiotaped copy of the student's IEP translated into Spanish. If the parent's native language is other than Spanish or English, a district shall make a good faith effort to provide a written or audiotaped copy of the student's IEP translated into the parent's native language. *Education Code 29.005(d)*

A written copy of the student's IEP translated into Spanish or the parent's native language means that all of the text in the student's IEP in English is accurately translated into the target language in written form. The IEP translated into the target language must be a comparable rendition of the IEP in English and not a partial translation or summary of the IEP in English.

An audio recording of the student's IEP translated into Spanish or the parent's native language means that all of the content in the student's IEP in English is orally translated into the target language and recorded with an audio device. A district is not prohibited from providing the parent with an audio recording of an ARD committee meeting at which the parent was assisted by an interpreter as long as the audio recording provided to the parent contains an oral translation into the target language of all of the content in the student's IEP in English.

If a parent's native language is not a written language, the district must take steps to ensure that the student's IEP is translated orally or by other means to the parent in his or her native language or other mode of communication.

Under 34 C.F.R. 300.322(f), a district must give a parent a written copy of the student's IEP at no cost to the parent. A school district meets this requirement by providing a parent with a written copy of the student's IEP in English or by providing a parent with a written

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translation of the student's IEP in the parent's native language as provided above.

19 TAC 89.1050(i)

Autism/Pervasive Developmental Disorder

For students with autism/pervasive developmental disorders, the following strategies shall be considered by the ARD committee, based on peer-reviewed, research-based educational programming practices to the extent practicable and, when needed, addressed in the IEP:

1. Extended educational programming;
2. Daily schedules reflecting minimal unstructured time and active engagement in learning activities;
3. In-home training and community-based training or viable alternatives that assist the student with the acquisition of social/behavioral skills;
4. Positive behavior support strategies based on relevant information;
5. Beginning at any age, futures planning for integrated living, work, community, and educational environments that considers skills necessary to function in current and postsecondary environments;
6. Parent/family training and support, provided by qualified personnel with experience in Autism Spectrum Disorders (ASD);
7. Suitable staff-to-student ratio appropriate to identified activities and as needed to achieve social/behavioral progress based on the student's developmental and learning level (acquisition, fluency, maintenance, generalization) that encourages work towards individual independence;
8. Communication interventions, including language forms and functions that enhance effective communication across settings;
9. Social skills supports and strategies based on social skills assessment/curriculum and provided across settings;
10. Professional educator/staff support; and
11. Teaching strategies based on peer-reviewed, research-based practices for students with ASD.

If the ARD committee determines that services are not needed in one or more of the areas in 1–11 above, the IEP shall include a

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statement reflecting that decision and the basis upon which the determination was made.

19 TAC 89.1055(e)–(f)

Visual Impairment

If a district provides special education services to students with visual impairments, it shall have written procedures as required in Education Code 30.002(c)(10) (staff access to resources). *19 TAC 89.1075(b)*

Collaborative Process

All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. Decisions of the ARD committee concerning the required elements of the IEP shall be made by mutual agreement, if possible. The ARD committee may agree to an annual IEP or an IEP of shorter duration.

Ten-Day Recess

When mutual agreement about all required elements of the IEP is not achieved, the parent who disagrees must be offered a single opportunity to recess and reconvene the ARD committee meeting. The period of time for reconvening the ARD committee meeting must not exceed ten school days, unless the parties mutually agree otherwise. The ARD committee must schedule the reconvened meeting at a mutually agreed upon time and place. The opportunity to recess and reconvene is not required when:

1. The student's presence on campus represents a danger of physical harm to the student or others;
2. The student has committed an expellable offense; or
3. The student has committed an offense that may lead to placement in a disciplinary alternative education program. [See FOF]

These requirements do not prohibit the ARD committee from recessing an ARD committee meeting for reasons other than the failure to reach mutual agreement about all required elements of an IEP.

During the recess, the ARD committee members must consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons who may assist in enabling the ARD committee to reach mutual agreement.

Failure to Reach Agreement

If a recess is implemented and the ARD committee still cannot reach mutual agreement, a district shall implement the IEP it has determined to be appropriate for the student. Each member of the ARD committee who disagrees with the IEP developed by the ARD

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committee is entitled to include a statement of disagreement in the IEP.

If the IEP is not developed by agreement, the written statement of the program must include the basis of the disagreement. Each member of the ARD committee who disagrees with the IEP developed by the committee is entitled to include a statement of disagreement in the written statement of the program.

Education Code 29.005(c); 19 TAC 89.1050(g)

Modification of Existing IEP

Changes to the IEP may be made either by the entire ARD committee or by amending the IEP by agreement, rather than redrafting the entire IEP.

After the annual IEP meeting for a school year, the parent and district may agree not to convene an IEP meeting for the purposes of making changes to the IEP and instead may develop a written document to amend or modify the child's current IEP.

Upon request, a parent shall be provided with a revised copy of the IEP with amendments incorporated.

To the extent possible, a district shall encourage the consolidation of reevaluation meetings for the child and other ARD meetings for the child.

20 U.S.C. 1414(d)(3)(D)–(F); 34 C.F.R. 300.324(a)(4)–(6)

Teacher Access to IEP

Each district must ensure that each teacher who provides instruction to a student with a disability has access to relevant sections of the student's current IEP, is informed of the teacher's specific responsibilities related to implementation of the IEP, and has an opportunity to request assistance regarding implementation of the student's IEP. *19 TAC 89.1075(c)*

Teacher Request to Review IEP

Each district shall develop a process to be used by a teacher who instructs a student with a disability in a regular classroom setting:

1. To request a review of the student's IEP;
2. To provide input in the development of the student's IEP;
3. That provides for a timely district response to the teacher's request; and
4. That provides for notification to the student's parent or legal guardian of that response.

Education Code 29.001(11); 19 TAC 89.1075(d)

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Parental Consent Not Required

An employee of a district is not required to obtain the consent of a child's parent before the employee may make a videotape of a child or authorize the recording of a child's voice if the videotape or voice recording is to be used for a purpose related to the promotion of student safety under Education Code 29.022. *Education Code 26.009(b)*

Video Surveillance of Special Education Settings

In order to promote student safety, on receipt of an authorized written request, a district shall provide equipment, including a video camera, to the campus in the district specified in the request.

Classroom or Other Setting

A campus that receives equipment shall place, operate, and maintain one or more video cameras in self-contained classrooms and other special education settings in which a majority of the students in regular attendance are provided special education and related services and are assigned to one or more self-contained classrooms or other special education settings for at least 50 percent of the instructional day, provided that:

1. A campus that receives equipment as a result of the request by a parent or staff member is required to place equipment only in classrooms or settings in which the parent's child is in regular attendance or to which the staff member is assigned, as applicable; and

2. A campus that receives equipment as a result of the request by a board of trustees, principal, or assistant principal is required to place equipment only in classrooms or settings identified by the requestor, if the requestor limits the request to specific classrooms or settings subject to Education Code 29.022.

Education Code 29.022(a)

Definitions

Incident

"Incident" means an event or circumstance that:

1. Involves alleged "abuse" or "neglect," as described in Family Code 261.001, of a student by a staff member of the district or alleged "physical abuse" or "sexual abuse," as described in Family Code 261.410, of a student by another student; and

2. Allegedly occurred in a self-contained classroom or other special education setting in which video surveillance under Education Code 29.022 and 19 Administrative Code 103.1301 is conducted.

Other Special Education Setting

"Other special education setting" means a classroom on a separate campus (i.e., a campus that serves only students who receive special education and related services) of a district—including a room attached to the classroom or setting used for time-out—in which a

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majority of the students in regular attendance are provided special education and related services, are assigned to the setting for at least 50 percent of the instructional day, and have one of the following instructional arrangements/settings described in the student attendance accounting handbook:

1. Residential care and treatment facility—separate campus; or
2. Off home campus—separate campus.

Parent

"Parent" means a person described in Education Code 26.002, whose child receives special education and related services in one or more self-contained classrooms or other special education settings. "Parent" also means a student who receives special education and related services in one or more self-contained classrooms or other special education settings and who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under Family Code, Chapter 31, unless the student has been determined to be incompetent or the student's rights have been otherwise restricted by a court order.

School Business Day

"School business day" means a day that campus or district administrative offices are open.

Self-contained Classroom

"Self-contained classroom" means a classroom on a regular campus (i.e., a campus that serves students in general education and students in special education), including a room attached to the classroom used for time-out, but not including a classroom that is a resource room instructional arrangement under Education Code 48.102, in which a majority of the students in regular attendance are provided special education and related services for at least 50 percent of the instructional day and have one of the following instructional arrangements/settings described in the student attendance accounting handbook:

1. Self-contained (mild/moderate/severe) regular campus;
2. Full-time early childhood (preschool program for children with disabilities) special education setting;
3. Residential care and treatment facility—self-contained (mild/moderate/severe) regular campus;
4. Residential care and treatment facility—full-time early childhood special education setting;
5. Off home campus—self-contained (mild/moderate/severe) regular campus; or
6. Off home campus—full-time early childhood special education setting.

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Staff Member — "Staff member" means a teacher, a related service provider, a paraprofessional, a counselor, or an educational aide assigned to work in the self-contained classroom or other special education setting.

Time-out — "Time-out" has the meaning assigned by Education Code 37.0021.

Video Camera — "Video camera" means a video surveillance camera with audio recording capabilities.

Video Equipment — "Video equipment" means one or more video cameras and any technology and equipment needed to place, operate, and maintain video cameras as required by Education Code 29.022 and 19 Administrative Code 103.1301. "Video equipment" also means any technology and equipment needed to store and access video recordings as required.

19 TAC 103.1301(b); Education Code 29.022

Administrative Coordinator — Each district shall designate an administrator at the primary administrative office of the district with responsibility for coordinating the provision of equipment to schools and campuses. *Education Code 29.022(a-2)*

Authorized Requestors — The following people may request in writing that equipment be provided to a campus at which one or more children receive special education services in a qualifying classroom or setting:

1. A parent of a child who receives special education services for the campus at which the child receives those services;
2. The board of trustees for one or more specified campuses;
3. The principal or assistant principal for their campus; and
4. A staff member assigned to work with one or more children receiving special education services for the campus at which the staff member works.

Education Code 29.022(a-1)

Processing the Request — A written request must be submitted and acted on as follows:

1. A parent, staff member, or assistant principal must submit a request to the principal or the principal's designee of the campus addressed in the request, and the principal or designee must provide a copy of the request to the district's designated administrator;
2. A principal must submit a request by the principal to the district's designated administrator; and

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3. A board of trustees must submit a request to the district's designated administrator, and the administrator must provide a copy of the request to the principal or the principal's designee of the campus addressed in the request.

A campus shall operate and maintain the camera in the classroom or setting as long as the classroom or setting continues to satisfy these requirements, for the remainder of the school year in which the campus received the request, unless the requestor withdraws the request in writing.

Education Code 29.022(a-3)–(b)

Video Camera Coverage

The video cameras must be capable of:

1. Covering all areas of the classroom or setting, including a room attached to the classroom or setting used for time-out; and

2. Recording audio from all areas of the classroom or setting, including a room attached to the classroom or setting used for time-out.

The inside of a bathroom or any area in the classroom or other special education setting in which a student's clothes are changed may not be visually monitored, except for incidental coverage of a minor portion of a bathroom or changing area because of the layout of the classroom or setting.

Education Code 29.022(c)–(c-1)

Written Notice

Before a campus activates a video camera in a classroom or special education setting, the campus shall provide written notice of the placement to all campus staff and to the parents of each student attending class or engaging in school activities in the classroom or setting.

If for any reason a campus will discontinue operation of a video camera during a school year, not later than the fifth school day before the date the operation of the video camera will be discontinued, the campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue unless requested by a person eligible to make a request. Not later than the tenth school day before the end of each school year, the campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue during the following

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school year unless a person eligible to make a request for the next school year submits a new request.

Education Code 29.022(b), (d)

Retention Period

A district shall retain video recorded from a video camera for at least three months after the date the video was recorded.

If a person requests to view a video recording from a video camera, a district must retain the recording from the date of receipt of the request until the person has viewed the recording and a determination has been made as to whether the recording documents an alleged incident. If the recording documents an alleged incident, the district or campus shall retain the recording until the alleged incident has been resolved, including the exhaustion of all appeals.

Education Code 29.022(e)–(e-1)

Gifts, Grants, and Donations

A district may solicit and accept gifts, grants, and donations from any person to implement the requirements of Education Code 29.022 and 19 Administrative Code 103.1301. A district is not permitted to use Individuals with Disabilities Education Act, Part B, funds or state special education funds to implement these requirements. *19 TAC 103.1301(d)*

No Waiver of Immunity

The requirements described by Education Code 29.022 do not:

1. Waive any immunity from liability of a district, or of district officers or employees; or
2. Create any liability for a cause of action against a district or against district officers or employees.

No Monitoring

A district may not:

1. Allow regular or continual monitoring of video recorded under Education Code 29.022; or
2. Use video for teacher evaluation or for any other purpose other than the promotion of safety of students receiving special education services.

Education Code 29.022(g)–(h)

Confidentiality

A video recording of a student made under this provision is confidential and may not be released or viewed except as provided below.

Limited Release

A district shall release a recording for viewing by:

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1. An employee who is involved in an alleged incident that is documented by the recording and has been reported to the district, on request of the employee;
2. A parent of a student who is involved in an alleged incident that is documented by the recording and has been reported to the district or campus, on request of the parent;
3. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged or suspected abuse or neglect of a child under Family Code 261.406;
4. A peace officer, a school nurse, a district administrator trained in de-escalation and restraint techniques as provided by commissioners rule, or a human resources staff member designated by the board in response to a report of an alleged incident or an investigation of district personnel or a report of alleged abuse committed by a student; or
5. Appropriate agency or State Board for Educator Certification personnel or agents as part of an investigation.

A contractor or employee performing job duties relating to the installation, operation, or maintenance of video equipment or the retention of video recordings who incidentally views a video recording does not violate these confidentiality provisions.

Education Code 29.022(i)–(i-1); 19 TAC 103.1301(h)–(i)

Duty to Report

If a person described by item 4 or 5, above, views a video recording and has cause to believe that the recording documents possible abuse or neglect of a child under Family Code Chapter 261, the person must submit a report to the Texas Department of Family and Protective Services or other authority in accordance with the local policy adopted under 19 Administrative Code 61.1051 (Reporting Child Abuse and Neglect) and Family Code Chapter 261 [see FFG].

19 TAC 103.1301(j); Education Code 29.022(j)

Use in Disciplinary Actions Against District Personnel

If a person described by items 3, 4, or 5, above, views the recording and believes that it documents a possible violation of district or campus policy, the person may allow access to the recording to appropriate legal and human resources personnel of the district to the extent not limited by the Family Educational Rights and Privacy Act (FERPA) or other law. A recording believed to document a possible violation of district policy relating to the neglect or abuse of a student may be used in a disciplinary action against district personnel

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and must be released in a legal proceeding at the request of a parent of the student involved in the incident documented by the recording. A recording believed to document a possible violation of district policy relating to the neglect or abuse of a student must be released for viewing by the district employee who is the subject of the disciplinary action at the request of the employee. *19 TAC 103.1301(k)*

Federal Law / FERPA

19 Administrative Code 103.1301(j) (child abuse reporting) and (k) (disciplinary actions against personnel) do not limit the access of a student's parent to a record regarding the student under FERPA or other law. To the extent any provisions in Education Code 29.022 and 19 Administrative Code 103.1301 conflict with FERPA or other federal law, federal law prevails. *19 TAC 103.1301(l)*

District Policy

A district must adopt written policies relating to the placement, operation, and maintenance of video cameras under Education Code 29.022 and 19 Administrative Code 103.1301. At a minimum, the policies must include:

1. A statement that video surveillance is for the purpose of promoting student safety in certain self-contained classrooms and other special education settings;

2. Information on how a person may appeal an action by the district that the person believes to be in violation of this section or a policy adopted in accordance with this section, including the appeal and expedited review processes under 19 Administrative Code 103.1303 ~~of this title~~ (Commissioner's Review of Actions Concerning Video Cameras in Special Education Settings) and the appeals process under Education Code 7.057;

3. A requirement that the district provide a response to a request made under this section not later than the seventh school business day after receipt of the request by the person to whom it must be submitted under Education Code 29.022(a-3) (at Limited Release, above) that authorizes the request or states the reason for denying the request;

4. Except as provided by item 6 of this provision, a requirement that a campus begin operation of a video camera in compliance with this provision not later than the 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the request is authorized unless the Texas Education Agency (TEA) grants an extension of time;

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5. A provision permitting the parent of a student whose admission, review, and dismissal (ARD) committee has determined that the student's placement for the following school year will be in a classroom or other special education setting in which a video camera may be placed under this section to make a request for the video camera by the later of:

   a. The date on which the current school year ends; or

   b. The tenth school business day after the date of the placement determination by the ARD committee;

6. A requirement that, if a request is made by a parent in compliance with item 5 of this provision, unless TEA grants an extension of time, a campus begins operation of a video camera in compliance with this provision not later than the later of:

   a. The tenth school day of the fall semester; or

   b. The 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the date the request is made;

7. The procedures for requesting video surveillance and the procedures for responding to a request for video surveillance;

8. The procedures for providing advanced written notice to the campus staff and the parents of the students assigned to a self-contained classroom or other special education setting that video and audio surveillance will be conducted or cease in the classroom or setting, including procedures for notice, in compliance with Education Code 29.022(b), of the opportunity to request continued video and audio surveillance if video and audio surveillance will otherwise cease;

9. A requirement that video cameras be operated at all times during the instructional day when one or more students are present in a self-contained classroom or other special education setting in which video cameras are placed;

10. A statement regarding the personnel who will have access to video equipment or video recordings for purposes of operating and maintaining the equipment or recordings;

11. A requirement that a campus continue to operate and maintain any video camera placed in a self-contained classroom or other special education setting for as long as the classroom or setting continues to satisfy the requirements in Education Code 29.022(a), for the remainder of the school year in which

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the campus received the request, unless the requester withdraws the request in writing;

12. A requirement that video cameras placed in a self-contained classroom or other special education setting be capable of recording video and audio of all areas of the classroom or setting, except that no visual monitoring of bathrooms and areas in which a student's clothes are changed may occur. Incidental visual coverage of the inside of a bathroom or any area of the classroom or other special education setting in which a student's clothes are changed is permitted only to the extent that such coverage is the result of the layout of the classroom or setting. Audio recording of the inside of a bathroom or any area of the classroom or other special education setting in which a student's clothes are changed is required;

13. A statement that video recordings must be retained for at least three months after the date the video was recorded and that video recordings will be maintained in accordance with the requirements of Education Code 29.022(e-1), when applicable;

14. A statement that the regular or continual monitoring of video is prohibited and that video recordings must not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety;

15. At the district's discretion, a requirement that campuses post a notice at the entrance of any self-contained classroom or other special education setting in which video cameras are placed stating that video and audio surveillance are conducted in the classroom or setting;

16. The procedures for reporting an allegation to the district that an incident occurred in a self-contained classroom or other special education setting in which video surveillance under Education Code 29.022 and 19 Administrative Code 103.1301 is conducted;

17. The local grievance procedures for filing a complaint alleging violations of Education Code 29.022, and/or 19 Administrative Code 103.1301; and

18. A statement that video recordings made under Education Code 29.022 and 19 Administrative Code 103.1301 are confidential and a description of the limited circumstances under which the recordings may be viewed.

19 TAC 103.1301(g)

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Governmental Record	A video recording under this section is a governmental record only for purposes of Penal Code 37.10.
Operation of Camera	These provisions apply to the placement, operation, and maintenance of a video camera in a self-contained classroom or other special education setting during the regular school year and extended school year services. A video camera placed under this section is not required to be in operation for the time during which students are not present in the classroom or other special education setting. *Education Code 29.022(s)–(t)*
Exclusions	A district is not required to provide video equipment to a campus of another district or charter school or to a nonpublic school. *19 TAC 103.1301(c)*
Dispute Resolution	The special education dispute resolution procedures in 34 Code of Federal Regulations 300.151–.153 and 300.504–.515 do not apply to complaints alleging that a district has failed to comply with Education Code 29.022 and 19 Administrative Code 103.1301. Complaints alleging violations of those sections must be addressed through the district's local grievance procedures or other dispute resolution channels. *19 TAC 103.1301(e)*
Denial of Request	The following standards and procedures apply to a denial of a request for placement of a video camera under Education Code 29.022(a), or to the denial of a request to release a video or to view a video made under Education Code 29.022(i) or (l)(2).
Exhaustion of Administrative Remedies	Once a request for placement of a video camera or a request to release a video is administratively denied, the requester must exhaust administrative remedies through the district's grievance process even if the requester opts for the expedited review process. However, a district, parent, staff member, or administrator may request an expedited review even before the local remedies are exhausted. After local remedies are exhausted by filing a grievance with the board and obtaining a board determination, the requester may appeal the denial to the commissioner of education under Education Code 7.057 by filing a petition for review.
Proper Request	In a case where there is a denial of a request for the placement of a video camera, the commissioner will determine whether the person requesting placement is a person allowed to request placement under Education Code 29.022(a-1) (see Limited Release, above) and whether the requester made a proper request under Education Code 29.022(a-3) (see Processing the Request, above).

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Cost

The commissioner will not consider the cost to the district of installing cameras or releasing video.

Release Determination

In a case where there is a denial of a request to release a video, the commissioner will determine whether the requester is a person allowed to receive a video under Education Code 29.022(i) (described at Limited Release, above).

Timelines for Petition for Review

The following timelines are established for filing a petition for review:

1. A petition for review shall be filed with the commissioner within ten calendar days of the decision of the board denying the request being first communicated to the requester or requester's counsel, whichever occurs first. The petition for review shall be made in accordance with 19 Administrative Code 157.1073(c) (hearings brought under Education Code 7.057) and may include a request for expedited review.

2. The district's answer and local record shall comply with 19 Administrative Code 157.1052(b) and (c) and 19 Administrative Code 157.1073(d) and shall be filed with the commissioner within ten calendar days of the district receiving notification from the commissioner of the appeal.

3. The procedures specified in 19 Administrative Code 157.1059; .1061; and .1073(e)–(h), (j), and (k) apply to a case brought to the commissioner under this section.

Expedited Review

A request for expedited review is governed by the following.

1. The expedited review process is designed to allow a requester to promptly receive a preliminary judgment from the commissioner as to a decision to deny a request for the installation of cameras or a decision to deny a request to release a video while at the same time respecting the school grievance process. The expedited review process does not apply to a request to only view a video. Invoking the expedited review process results in a prompt initial determination. However, the final commissioner's determination is to be based on a substantial evidence review of the district's grievance record. This allows for a full record to be developed at the district level and does not require the requester and the district to make an evidentiary record before TEA in Austin, Texas. Because the requirements of Education Code 7.057 are met when the board's decision is heard by the commissioner, an appeal to district court is allowed under Education Code 7.057(d). Education Code 29.022 does not by itself allow an appeal to district court.

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2. A district, parent, staff member, or administrator may request an expedited review. Any request for an expedited review shall include the names, telephone numbers, and addresses of all interested parties to the request. “Interested parties” are all persons who brought the grievance, all persons who have testified or provided written statements as part of the grievance process, and the district. The request for expedited review shall specify whether the district denied a request for the placement of a video camera or the district denied a request to release a video and briefly describe why that decision is either correct or incorrect.

3. A request for expedited review shall be filed with the commissioner no earlier than 14 business days after a request for placement of a video camera or a request to release a video is administratively denied under Education Code 29.022(i) or (l)(2) (see Limited Release and Process, above), and no later than the fifth business day after a board resolves a grievance as to a request for placement of a video camera or a request to release a video. A request for expedited review shall be filed with the commissioner **electronically as provided on TEA’s Division of Hearings and Appeals website or** by U.S. Mail, facsimile, hand-delivery, or by a commercial delivery service.

4. Whenever an interested party files a document with the commissioner, with the exception of the request for expedited review, the interested party shall send the same document to all other interested parties by the same method that the document was sent to the commissioner. Hand-delivery of the document by the next day may be substituted for service by facsimile delivery.

5. If a request for expedited review is timely filed, the commissioner will establish a briefing schedule and will send to all interested parties a notice that an expedited review has been filed, which will include relevant statutes and rules. Any interested party who knows of any additional interested parties who have not been notified will promptly inform the commissioner in writing.

6. All briefing shall clearly state the facts relied upon. Documents relevant to the issues presented may be attached to a brief. All briefing shall provide the reasons why the commissioner should or should not grant the request for expedited review. Citations to statutes, rules, commissioner decisions, and case law are important to identify the legal basis for the claims made.

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7. All interested parties who are in favor of granting the request for expedited review shall file briefing at the time specified for the requester of the expedited review.

8. All interested parties who are opposed to granting the request for expedited review shall file briefing at the same time.

9. Briefing is not limited to the issues specifically raised in the pleadings in the case. However, no new arguments may be raised in the reply briefs. Reply briefs may contain new citations to the record and legal authority as to issues previously raised.

10. A preliminary judgment shall be issued based on the briefing of the interested parties. The preliminary judgment will be sent to the requestor, the district, and all interested parties. If it is determined that a district is not likely to prevail on the issue of a request for the placement of video cameras or the issue of a request to view a video under full review, the district will fully comply with Education Code 29.022.

11. After a preliminary judgment is made, a final judgment will be made in accordance with the procedures set forth in 19 Administrative Code 103.1303(b)(1)–(5) (the Denial of Request Review process).

19 TAC 103.1303(b)

Extension of Time

A request by a district for an extension of time to begin the operation of a video camera under Education Code 29.022 shall be made and decided using the following procedures.

Request

Any request by a district for an extension of time to begin the operation of a video camera shall be filed with the commissioner prior to the 45th school business day after a request to begin operating a video camera is received. However, a district should request an extension of time as soon as it determines that an extension of time should be filed.

A request for an extension of time to begin the operation of a video camera shall specify why an extension of time should be granted. The request shall include affidavits supporting any factual claims made in the request and reference any legal authority as to why the request should be granted. The request may include a request for expedited review. The request shall name the individual who requested the installation of cameras and provide the individual's address and telephone number. Immediately following the individual's address and telephone number there shall appear in bold type: "You have been identified as the individual who requested the operation of a video camera that is the subject of this request to the

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commissioner of education to extend the statutory timeline. You may, but are not required to, participate in the proceedings before the commissioner concerning the school district's request for an extension of time. It is entirely up to you whether and to what extent you wish to participate in these proceedings. The procedures governing these proceedings are found at 19 Texas Administrative Code 103.1303(c) and Texas Education Code 29.022."

A request for an extension of time to begin the operation of a video camera shall list the names, telephone numbers, and addresses of all interested parties to the request. All interested parties include all parents of students in the classroom or other special education setting for which a video camera has been requested and all staff who provided services in a classroom for which a video camera has been requested.

Filing Documents

All documents in a case shall be filed with the Division of Hearings and Appeals, Texas Education Agency, 1701 N. Congress Ave., Austin, Texas 78701, facsimile number (512) 475-3662. Documents ~~can~~**shall** be filed **electronically as provided on the division's website or** by mail, delivery, or facsimile. All documents must be actually received by the Division of Hearings and Appeals by the date specified in this section. The mailbox rule does not apply to filings in a case filed under this subsection. ~~Filing by facsimile~~**Electronic filing** is strongly encouraged.

All filings in a case shall be sent to the district, the individual who initially requested the installation of the cameras, and all interested parties who have filed a request to receive documents filed in the case by the same method as the request is filed with the commissioner. Due to the requirements of FERPA, the names, telephone numbers, and addresses of parents and other publicly identifiable student information may not be given to the interested parties. The copies of the filings sent to interested parties shall be redacted to remove all personally identifiable student information.

Filing Responses

Any response to a request for an extension of time to begin the operation of a video camera shall be filed with the commissioner by an interested party within ten calendar days of the filing of the request. If no response to the request is timely filed, the commissioner shall issue a final decision within 20 calendar days of the filing of the request.

A response to a request for an extension of time to begin the operation of a video camera shall specify why an extension of time should or should not be granted. The response shall include affidavits concerning any factual claims made in the request and reference any legal authority as to why the request should or should not

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be granted. The response may include a request for expedited review.

Expedited Review

A request for expedited review must be filed with the commissioner within ten calendar days of the filing of the request for an extension of time to begin the operation of a video camera. If a request for expedited review is made, all interested parties shall be notified that they have been identified as interested parties in the request for an extension of time to begin the operation of a video camera. In particular, the interested parties will be informed that it is their choice whether to participate in the proceedings before the commissioner, that it is entirely up to them to determine to what extent they wish to participate in the proceedings, that the procedures governing these proceedings are found in 19 Administrative Code 103.1303 and Education Code 29.022, and that upon their written request filed with the commissioner they will be sent all filings in this case.

If a request for an expedited review is not made, the commissioner shall issue a final decision within 45 calendar days of the filing of the request for an extension of time to begin the operation of a video camera, unless the commissioner determines that an evidentiary hearing would be helpful in deciding the issues raised. If the commissioner decides to hold an evidentiary hearing, the commissioner shall establish the timelines and procedures to be used. Whether to conduct the hearing by telephone or other electronic methods will be considered.

If a request for expedited review is made, the following procedures shall be followed:

1. Any reply by the district to any response to the request shall be filed with the commissioner within 25 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.

2. A preliminary judgment shall be made by the commissioner within 35 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.

3. Any interested party or the district may file objections to the preliminary judgment within 40 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.

4. Any reply to an objection to a preliminary judgment must be filed within 45 calendar days of the filing of a request for an extension of time to begin the operation of a video camera.

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5. The commissioner shall issue a final decision within 55 calendar days of the filing of the request for an extension of time to begin the operation of a video camera, unless the commissioner determines that an evidentiary hearing would be helpful in deciding the issues raised. If the commissioner decides to hold an evidentiary hearing, the commissioner shall establish the timelines and procedures to be used. Whether to conduct the hearing by telephone or other electronic methods will be considered.

Commissioner Consideration

In making either a preliminary judgment or a final judgment under this subsection, the commissioner will consider whether granting the requested extension is reasonable considering all factors, including contracting statutes, architectural and structural issues, and the difference in costs to the district if a moderate extension of time is granted.

No Appeal

A commissioner's final decision under this provision is not subject to appeal.

19 TAC 103.1303(c)

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Designing and Implementing Services

A district shall use student performance data from state basic skills assessment instruments and achievement tests to design and implement appropriate compensatory, intensive, or accelerated instructional services for students in the district's schools that enable the students to perform at grade level at the conclusion of the next regular school term. *Education Code 29.081(a)*

[See EHBCA for information regarding acceleration instruction and accelerated learning committees.]

Intensive Program of Instruction

State Assessments

A district shall offer an intensive program of instruction to a student who does not perform satisfactorily on a state assessment instrument or is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade 9, as determined by the district.

The program shall be designed to:

1. Enable the student to:

a. To the extent practicable, perform at the student's grade level at the conclusion of the next regular school term; or

b. Attain a standard of annual growth specified by a district and reported by the district to TEA; and

2. If applicable, carry out the purposes of Education Code 28.0211. [See EIE]

Students Receiving Special Education Services

For a student in a special education program who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a), (b), or (c), the student's admission, review, and dismissal committee shall design the program to:

1. Enable the student to attain a standard of annual growth on the basis of the student's individualized education program (IEP); and

2. If applicable, carry out the purposes of Education Code 28.0211. [See EIE]

Use of State Funds

A district shall use funds appropriated by the legislature for an intensive program of instruction to plan and implement intensive instruction and other activities aimed at helping a student satisfy state and local high school graduation requirements.

No Cause of Action

A district's determination of the appropriateness of an intensive program of instruction for a student is final and does not create a cause of action.

Education Code 28.0213

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Compensatory Education Allotment

Census Block

On a schedule determined by the commissioner of education and in accordance with Education Code 48.104, each district shall report to the agency the census block group in which each student enrolled in the district who is educationally disadvantaged resides. *Education Code 48.104(i)*

Use

At least 55 percent of the district's compensatory education funds must be used to:

1. Fund supplemental programs and services, including services provided by an instructional coach, designed to eliminate any disparity in performance on assessment instruments administered under Education Code Chapter 39, Subchapter B or disparity in the rates of high school completion between:

   a. Students who are educationally disadvantaged and students who are not educationally disadvantaged; and

   b. Students at risk of dropping out of school, as defined below, and all other students; or

2. Support a program eligible under Title I of the Elementary and Secondary Education Act of 1965 [see AID], and its subsequent amendments, and by federal regulations implementing that Act.

Education Code 48.104(k)

Dropout Prevention Strategies

A district with a high dropout rate, as determined by the commissioner, shall submit a plan to the commissioner describing the manner in which the district intends to use its compensatory education allotment for developing and implementing research-based strategies for dropout prevention.

A district shall submit the plan not later than December 1 of each school year preceding the school year in which the district will receive the compensatory education allotment to which the plan applies.

A district may not spend or obligate more than 25 percent of the district's compensatory education allotment unless the commissioner approves the plan.

A district's plan shall:

1. Design a dropout recovery plan that includes career and technology education courses or technology applications courses that lead to industry or career certification;

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2. Integrate into the dropout recovery plan research-based strategies to assist students in becoming able academically to pursue postsecondary education, including:

   a. High-quality, college readiness instruction with strong academic and social supports;

   b. Secondary to postsecondary bridging that builds college readiness skills, provides a plan for college completion, and ensures transition counseling; and

   c. Information concerning appropriate supports available in the first year of postsecondary enrollment to ensure postsecondary persistence and success, to the extent funds are available for the purpose; and

3. Plan to offer advanced academic and transition opportunities, including dual credit courses and college preparatory courses, such as advanced placement courses.

A district may enter into a partnership with a public junior college in accordance with Education Code 29.402 [see GNC] in order to fulfill a plan.

Any program designed to fulfill a plan must comply with the requirements of Education Code 29.081(e) and (f).

Education Code 29.918

Reporting

A district shall report financial information relating to expenditure of the state compensatory education allotment under the Foundation School Program to the Texas Education Agency (TEA), according to standards for financial accounting provided in 19 Administrative Code 109.41 (relating to *Financial Accountability System Resource Guide*). Costs charged to state compensatory education shall be for programs and services that supplement the regular education program. *19 TAC 109.25(a)*

A district shall ensure that supplemental direct costs and personnel attributed to compensatory education and accelerated instruction are identified in district and/or campus improvement plans at the summary level for financial units or campuses. A district shall maintain documentation that supports the attribution of supplemental costs and personnel to compensatory education. A district must also maintain sufficient documentation supporting the appropriate identification of students in at-risk situations, under criteria established in Education Code 29.081 [see ~~Definition of~~ At-Risk Student, below]. *19 TAC 109.25(b)*

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Educationally Disadvantaged Students

Student Eligibility

To be considered educationally disadvantaged in order to be counted to generate the compensatory education allotment pursuant to Education Code 48.104, a student must meet the income requirements for eligibility under the National School Lunch Program (NSLP), authorized by 42 U.S.C. 1751, et seq.

Districts may use the following approved methods for the purpose of receiving the compensatory education allotment pursuant to Education Code 48.104:

1. Parent certification, where the parent or guardian asserts meeting the income requirements for eligibility;
2. Direct certification, where the process by which eligible children are certified for free meals without the need for a household application based on household participation in one or more federal assistance programs; or
3. Direct verification, where public records are used to verify a student's eligibility for free or reduced-price meals when verification of student eligibility is required.

19 TAC 61.1027(a)

Virtual School Network

Districts must request prior approval from the commissioner to claim students receiving a full-time virtual education through the state virtual school network in their counts of educationally disadvantaged students. The request must include a plan detailing the enhanced services to be delivered to full-time state virtual school network students and submitted in a manner and with a deadline specified by the commissioner. *19 TAC 61.1027(b)(3)(B)*

~~Definition of~~ At-Risk Student

"Student at risk of dropping out of school" includes each student who is under 26 years of age and who:

1. Except as provided by TEA rule or if retained in prekindergarten under Education Code 28.02124 [see EIE], was not advanced from one grade level to the next for one or more school years, unless the student did not advance from prekindergarten or kindergarten to the next grade level only as a result of the request of the student's parent;
2. If the student is in grades 7–12, did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year, or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;

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3. Did not perform satisfactorily on a state assessment instrument and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;

4. If the student is in prekindergarten, kindergarten, or grades 1–3, did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year;

5. Is pregnant or is a parent;

6. Has been placed in a DAEP in accordance with Education Code 37.006 during the preceding or current school year;

7. Has been expelled in accordance with Education Code 37.007 during the preceding or current school year;

8. Is currently on parole, probation, deferred prosecution, or other conditional release;

9. Was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;

10. Is an emergent bilingual student, as defined by Section 29.052;

11. Is in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;

12. Is homeless [see FD];

13. Resided in the preceding school year or resides in the current school year in a residential placement facility in a district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, cottage home operation, specialized child-care home, or general residential operation;

14. Has been incarcerated, or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by Penal Code 1.07; or

15. Is enrolled in a district or a campus that is designated as a dropout recovery school under Education Code 39.0548.

Education Code 29.081(d)(1)

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Regardless of the student's age, a student who participates in an adult education program provided under the adult high school charter school program is considered a "student at risk of dropping out of high school." *Education Code 29.081(d)(2)*

Local Eligibility Criteria

In addition to students described above, a student who satisfies local eligibility criteria adopted by a board may receive compensatory education services. The number of students receiving services under local eligibility criteria during a school year may not exceed ten percent of the number of students described above who received services from the district during the preceding school year. *Education Code 29.081(g)*

~~**Designing and Implementing Services**~~

~~A district shall use student performance data from state basic skills assessment instruments and achievement tests to design and implement appropriate compensatory, intensive, or accelerated instructional services for students in the district's schools that enable the students to perform at grade level at the conclusion of the next regular school term. *Education Code 29.081(a)*~~

~~**Services After Unsatisfactory Performance on State Assessments**~~

~~Accelerated Learning Committee~~

~~A district shall establish an accelerated learning committee for each student who does not perform satisfactorily on the following state assessment instruments [see EKB]:~~

~~16. The third grade mathematics or reading assessment;~~

~~17. The fifth grade mathematics or reading assessment; or~~

~~18. The eighth grade mathematics or reading assessment.~~

~~*Education Code 28.0211(a)*~~

~~*Composition*~~

~~The accelerated learning committee shall be composed of the principal or the principal's designee, the student's parent or guardian, and the teacher of the subject of an assessment instrument on which the student failed to perform satisfactorily. The district shall notify the parent or guardian of the time and place for convening the accelerated learning committee and the purpose of the committee. *Education Code 28.0211(c)*~~

~~If a student is changing campuses, the committee must include the receiving principal or designee, the sending principal or designee, the receiving content teacher or designee, and the sending content teacher or designee. *19 TAC 104.1001(e)(1)*~~

~~*Educational Plan*~~

~~An accelerated learning committee shall, not later than the start of the subsequent school year, develop an educational plan for the student that provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level by the~~

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~~conclusion of the school year. The educational plan must be documented in writing, and a copy must be provided to the student's parent or guardian.~~

~~During the school year, the student shall be monitored to ensure that the student is progressing in accordance with the educational plan. The district shall administer to the student the assessment instrument for the grade level in which the student is placed at the time the district regularly administers the assessment instruments for that school year.~~

~~The board shall adopt a policy consistent with the grievance procedure adopted under Education Code 26.011 [see FNG] to allow a parent to contest the content or implementation of an educational plan.~~

~~*Education Code 28.0211(f)–(f-3)*~~

~~*Failure in a Subsequent School Year*~~

~~If a student who fails to perform satisfactorily on the third, fifth, or eighth grade math or reading assessment fails in the subsequent school year to perform satisfactorily on an assessment instrument in the same subject, the superintendent, or the superintendent's designee, shall meet with the student's accelerated learning committee to:~~

~~19. Identify the reason the student did not perform satisfactorily; and~~

~~20. Determine, in order to ensure the student performs satisfactorily on the assessment instrument at the next administration of the assessment instrument, whether the educational plan developed for the student must be modified to provide the necessary accelerated instruction for that student and any additional resources are required for that student.~~

~~The superintendent's designee may be an employee of a regional education service center and may not be a person who served on the student's accelerated learning committee.~~

~~*Education Code 28.0211(f-4)–(f-5)*~~

~~*ARD Determination for Grades 3, 5, and 8*~~

~~The admission, review, and dismissal (ARD) committee of a student who does not perform satisfactorily on a third, fifth, or eighth grade math or reading assessment must meet to determine the manner in which the student will participate in an accelerated instruction program. *Education Code 28.0211(i)*~~

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~~Students Who Meet Criteria for the Alternative Assessment~~

~~The ARD committee must serve as the accelerated learning committee for students who meet the criteria for participation in alternative assessment instruments under Education Code 39.023(b) [see EKB], who do not perform satisfactorily on a mathematics or reading assessment instrument in grade 3, 5, or 8. The ARD committee must determine the manner in which the student will participate in supplemental accelerated instruction; however, the requirements for supplemental accelerated instruction described by 19 Administrative Code 104.1001(b) do not apply.~~

~~ARD Committee Responsibilities~~

~~In serving as the accelerated learning committee for a student served by special education, the ARD committee must meet and develop a plan [see Education Plan, above] to determine the manner in which the student will participate in supplemental accelerated instruction, and this meeting must include the required members of a properly constituted ARD committee [see EHBAB].~~

~~When the ARD committee for a student served by special education serves as the accelerated learning committee, efforts must be taken to ensure parental participation as specified within the requirements of 19 Administrative Code 89.1050(d) and 34 Code of Federal Regulations 300.322 [see EHBAB].~~

~~The ARD committee, serving as the accelerated learning committee, must document decisions regarding supplemental accelerated instruction in writing and a copy must be provided to the student's parent or guardian. This documentation may either be included in ARD deliberations or as a supplemental attachment to the student's individualized education program.~~

~~Dispute Resolution~~

~~A parent or guardian of a student served by special education may use a dispute resolution mechanism specified in 19 Administrative Code 89.1150 [see EHBAE] to resolve any dispute between the parent and a public education agency relating to the identification, evaluation, or educational placement of or the provision of a free appropriate public education (FAPE) to a student with a disability. If a parent or guardian of a student served by special education does not agree with the decision of the ARD committee serving as the accelerated learning committee regarding supplemental accelerated instruction, the parent or guardian may follow the district grievance policy [see FNG].~~

~~*19 TAC 104.1001(f)*~~

~~*Parent Request*~~

~~Each district shall establish a process allowing for the parent or guardian of a student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment to make a request for district consideration that the student be assigned to a particular classroom teacher in the applicable subject area for the~~

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~~subsequent school year, if more than one classroom teacher is available. *Education Code 28.0211(a-5); 19 TAC 104.1001(g)*~~

~~*Classroom Assignment*~~

~~A student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment and is promoted to the next grade level must be assigned in the subsequent school year in each subject in which the student failed to perform satisfactorily on the applicable assessment instrument to an appropriately certified teacher who meets all state and federal qualifications to teach that subject and grade.~~

~~In a manner consistent with federal law and notwithstanding any other law, the commissioner may waive the requirement regarding the assignment of a student to an appropriately certified classroom teacher on the request of a district.~~

~~*Education Code 28.0211(n)–(n-1)*~~

~~Accelerated Instruction~~

~~Each time a student fails to perform satisfactorily on a state assessment instrument in the third, fourth, fifth, sixth, seventh, or eighth grade [see EKB], the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:~~

~~21. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or~~

~~22. Provide the student supplemental instruction under Education Code 28.0211(a-4) [see below].~~

~~*Education Code 28.0211(a-1)*~~

~~*Participation Requirements*~~

~~Supplemental accelerated instruction may require a student to participate before or after normal school hours and may include participation at times of the year outside normal school operations. *19 TAC 104.1001(c)*~~

~~In providing accelerated instruction, a district may not remove a student, except under circumstances for which a student enrolled in the same grade level who is not receiving accelerated instruction would be removed, from:~~

~~23. Instruction in the foundation curriculum and enrichment curriculum adopted under Education Code 28.002 [see EHA series] for the grade level in which the student is enrolled; or~~

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~~24. Recess or other physical activity that is available to other students enrolled in the same grade level.~~

~~*Education Code 28.0211(a-3)*~~

~~The foundation curriculum includes English language arts, mathematics, science, and social studies. Courses in the enrichment curriculum include languages other than English; health, with emphasis on physical health, proper nutrition, and exercise; mental health, including instruction about mental health conditions, substance abuse, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision making; suicide prevention; physical education; fine arts; career and technical education; technology applications; religious literature; and personal financial literacy.~~

~~In the event that a school week is three or less instructional days, the school is exempt from meeting the requirement of meeting once per week for supplemental accelerated instruction. [See Supplemental Instruction Requirements for Certain Funding, item 3, below.]~~

~~*19 TAC 104.1001(c)*~~

~~*ARD Committee Determination*~~

~~For a student served by special education who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a) [see EKB], the student's admission, review, and dismissal (ARD) committee must determine the manner in which the student will engage in supplemental accelerated instruction. ARD committees must consider the individual needs of a student with a disability when determining the manner in which supplemental accelerated instruction is to be provided to the student. If supplemental accelerated instruction is to be provided to the student, the supplemental accelerated instruction must meet the requirements outlined in this subsection unless the ARD committee specifically determines that some or all of the requirements for supplemental accelerated instruction would deny the student access to a FAPE. *19 TAC 104.1001(b)(3)*~~

~~*Supplemental Instruction Requirements for Certain Funding*~~

~~If a district receives funding under Education Code 29.0881, the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Div. M, Pub. L. No. 116-260), or the American Rescue Plan Act of 2021 (Pub. L. No. 117-2), then supplemental instruction provided by a district must:~~

~~25. Include targeted instruction in the essential knowledge and skills for the applicable grade levels and subject area;~~

~~26. Be provided in addition to instruction normally provided to students in the grade level in which the student is enrolled;~~

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~~27. Be provided for no less than 30 total hours during the subsequent summer or school year and, unless the instruction is provided fully during summer, include instruction no less than once per week during the school year;~~

~~28. Be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area;~~

~~29. Include effective instructional materials designed for supplemental instruction;~~

~~30. Be provided to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group;~~

~~31. Be provided by a person with training in the applicable instructional materials for the supplemental instruction and under the oversight of the district; and~~

~~32. To the extent possible, be provided by one person for the entirety of the student's supplemental instruction period.~~

~~*Education Code 28.0211(a-4)*~~

~~*General Accelerated Instruction Requirements*~~

~~Supplemental accelerated instruction shall be based on, but not limited to, targeted instruction in the essential knowledge and skills for the applicable grade levels and subject areas and be provided by a person with training in the applicable instructional materials for the supplemental accelerated instruction and under the oversight of the school district. Supplemental accelerated instruction shall be provided as outlined in items 2–5 and 8 (above), to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group. *19 TAC 104.1001(d)*~~

~~*Transportation*~~

~~A district shall provide students required to attend the accelerated programs described above with transportation to those programs if the programs occur outside of regular school hours. *Education Code 28.0211(j)*~~

~~*Notice to Parents of Performance and Accelerated Instruction*~~

~~Whenever a district is required to notify a parent or guardian about the requirements related to promotion and accelerated instruction, the district shall make a good-faith effort to ensure that the notice is provided either in person or by regular mail, is clear and easy to understand, and is written in English or in the parent or guardian's native language. *Education Code 28.0211(h)*~~

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~~Assessments Not Required~~

~~Education Code 28.0211 does not require the administration of a fifth or eighth grade assessment instrument in a subject under Education Code 39.023(a) to a student enrolled in the fifth or eighth grade, as applicable, if the student:~~

~~33. Is enrolled in a course in the subject intended for students above the student's grade level and will be administered an assessment instrument adopted or developed under Education Code 39.023(a) [see EKB] that aligns with the curriculum for the course in which the student is enrolled; or~~

~~34. Is enrolled in a course in the subject for which the student will receive high school academic credit and will be administered an end-of-course assessment instrument [see EKB] for the course.~~

~~Notwithstanding any other provision of Education Code 28.0211, the student may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument not required to be administered to the student, nor may a student in grade 5 or grade 8 be denied promotion to the next grade on the basis of failure to perform satisfactorily on a reading or mathematics assessment instrument intended for use above the student's grade level.~~

~~*Education Code 28.0211(o)–(p)*~~

~~Accelerated Instruction After EOC Assessments~~

~~A district shall provide accelerated instruction to an enrolled student who has taken an end-of-course (EOC) assessment instrument and has not performed satisfactorily or who is at risk of dropping out of school.~~

~~A district shall offer before the next scheduled administration of the assessment instrument, without cost to the student, additional accelerated instruction to each student in any subject in which the student failed to perform satisfactorily on an end-of-course assessment instrument required for graduation.~~

~~A district that is required to provide accelerated instruction must separately budget sufficient funds for that purpose. [See CE]~~

~~A district shall evaluate the effectiveness of accelerated instruction programs and annually hold a public hearing to consider the results.~~

~~*Education Code 29.081(b), (b-1), (b-2), (b-3), 39.025(b-1)*~~

~~Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(c), the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area.~~

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~~Accelerated instruction may require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations and must comply with the requirements for accelerated instruction provided under Education Code 28.0211 [see above].~~

~~*Education Code 28.0217*~~

~~*Effectiveness*~~

~~A district shall evaluate and document the effectiveness of the accelerated instruction in reducing any disparity in performance on state assessment instruments or disparity in the rates of high school completion between students at risk of dropping out of school and all other district students. *Education Code 29.081(c)*~~

~~No Available Test Score~~

~~The superintendent of each district shall establish procedures to ensure that each eligible student who is absent or does not receive a test score for any test administration shall receive appropriate supplemental accelerated instruction as warranted on an individual student basis.*19 TAC 104.1001(b)(4)*~~

Dropout Recovery Education Programs

A district may use a private or public community-based dropout recovery education program to provide alternative education programs for students at risk of dropping out of school. The program may be offered at a campus or through the use of an online program that leads to a high school diploma and prepares the student to enter the workforce. A campus-based dropout recovery education program must meet the criteria set forth at Education Code 29.081(e-1)(1)–(5). An online dropout recovery education program must meet the criteria set forth at Education Code 29.081(e-2)(1)–(8).

Students in attendance at a dropout recovery education program shall be included in a district's average daily attendance for funding purposes.

Education Code 29.081(e)–(f)

Communities in Schools

An elementary or secondary school receiving funding under Education Code 33.156 shall participate in the Communities in Schools (CIS) program if the number of students enrolled in the school who are at risk of dropping out of school is equal to at least ten percent of the number of students in average daily attendance at the school, as determined by TEA. *Education Code 33.157*

Optional Extended Year Program

A district may set aside an amount from the district's compensatory education allotment or may apply to the agency for funding of an extended year program. *Education Code 29.082(a); 19 TAC 105.1001*

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Optional Flexible Year Program

A district may provide an optional flexible year program (OFYP) for students who did not or are not likely to perform successfully on state assessment instruments or who would not otherwise be promoted to the next grade level. *Education Code 29.0821; 19 TAC 129.1029*

Optional Flexible School Day Program

Notwithstanding Education Code 25.081 or 25.082, a district may apply to the commissioner to provide a flexible school day program (OFSDP) for students who:

1. Have dropped out of school or are at risk of dropping out of school as defined by Education Code 29.081;
2. Attend a campus that is implementing an innovative redesign of the campus or an early college high school under a plan approved by the commissioner; or
3. As a result of attendance requirements under Education Code 25.092, will be denied credit for one or more classes in which the students have been enrolled.

Education Code 29.0822

A district may apply to the commissioner to provide an OFSDP for students, in accordance with 19 Administrative Code 129.1027.

A board must approve the application. The board must include the OFSDP as an item on the regular agenda for a board meeting in compliance with 19 Administrative Code 129.1027(h)(2) before applying to operate an OFSDP. The application shall include the information described in 19 Administrative Code 129.1027.

19 TAC 129.1027(c)

Tutorial Services

A district may provide tutorial services at district schools. If a district provides tutorial services, it shall require a student whose grade in a subject for a reporting period is lower than the equivalent of 70 on a scale of 100 to attend tutorials. [See EC for provisions on loss of class time.]

A district may provide transportation services to accommodate students who are required to attend tutorials and who are eligible for regular transportation.

Education Code 29.084

Basic Skills Programs

A district may apply to the commissioner for funding of basic skills programs for students in grade 9 who are at risk of not earning sufficient credit or who have not earned sufficient credit to advance to grade 10 and who fail to meet minimum skills levels established by the commissioner.

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With the consent of a student's parent or guardian, a district may assign a student to the basic skills program.

A basic skills program may not exceed 210 instructional days and must meet the requirements set forth at Education Code 29.086.

Education Code 29.086(a)

After-School and Summer Intensive Mathematics and Science Programs

A district may provide an intensive after-school program or an intensive program during the period that school is recessed for the summer to provide mathematics and science instruction to:

1. Students who are not performing at grade level in mathematics or science to assist those students in performing at grade level;
2. Students who are not performing successfully in a mathematics course or science course to assist those students in successfully completing the course; or
3. Other students as determined by the district.

Before providing a program, a board must adopt a policy for:

1. Determining student eligibility for participating in the program that:
   a. Prescribes the grade level or course a student must be enrolled in to be eligible; and
   b. Provides for considering teacher recommendations in determining eligibility;
2. Ensuring that parents of or persons standing in parental relation to eligible students are provided notice of the program;
3. Ensuring that eligible students are encouraged to attend the program;
4. Ensuring that the program is offered at one or more locations in the district that are easily accessible to eligible students; and
5. Measuring student progress on completion of the program.

Education Code 29.088, .090; 19 TAC 102.1041

Mentoring Services Program

A district may provide a mentoring services program to students at risk of dropping out of school. A board may arrange for any public or nonprofit community-based organization to come to the district's schools and implement the program.

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A board shall obtain the consent of a student's parent or guardian before allowing the student to participate in the program.

Education Code 29.089

Accelerated Reading Instruction Program

A district shall implement an accelerated reading instruction program that provides reading instruction that addresses reading deficiencies to each student in kindergarten, first grade, or second grade who is determined, on the basis of reading instrument results [see EKC], to be at risk for dyslexia or other reading difficulties. The district shall determine the form, content, and timing of the program.

A district shall provide additional reading instruction and intervention to each student given the seventh grade reading assessment [see EKC], as appropriate to improve the student's reading skills in the relevant areas identified through the assessment instrument.

Education Code 28.006(g), (g-1)

~~**Intensive Program of Instruction**~~

~~State Assessments~~

~~A district shall offer an intensive program of instruction to a student who does not perform satisfactorily on a state assessment instrument or is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade 9, as determined by the district.~~

~~The program shall be designed to:~~

~~1. Enable the student to:~~

~~a. To the extent practicable, perform at the student's grade level at the conclusion of the next regular school term; or~~

~~b.~~**a.** ~~Attain a standard of annual growth specified by a district and reported by the district to TEA; and~~

~~2.~~**1.** ~~If applicable, carry out the purposes of Education Code 28.0211. [See EIE]~~

~~Students Receiving Special Education Services~~

~~For a student in a special education program who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a), (b), or (c), the student's admission, review, and dismissal committee shall design the program to:~~

~~1. Enable the student to attain a standard of annual growth on the basis of the student's individualized education program (IEP); and~~

~~2.~~**1.** ~~If applicable, carry out the purposes of Education Code 28.0211. [See EIE]~~

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~~Graduation Requirements~~

~~A district shall use funds appropriated by the legislature for an intensive program of instruction to plan and implement intensive instruction and other activities aimed at helping a student satisfy state and local high school graduation requirements.~~

~~No Cause of Action~~

~~A district's determination of the appropriateness of an intensive program of instruction for a student is final and does not create a cause of action.~~

~~*Education Code 28.0213*~~

College Preparatory Courses

Each district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. The courses must be designed:

1. For students at the 12th grade level whose performance on:
   a. An end-of-course assessment instrument required under Education Code 39.023(c) does not meet college readiness standards; or
   b. Coursework, a college entrance examination, or an assessment instrument designated under Education Code 51.334 [Texas Success Initiative (TSI) assessment] indicates that the student is not ready to perform entry-level college coursework; and
2. To prepare students for success in entry-level college courses.

A course must be provided on the campus of the high school offering the course or through distance learning or as an online course provided through an institution of higher education with which the district partners.

Faculty

Appropriate faculty of each high school offering courses and appropriate faculty of each institution of higher education with which the district partners shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.

Notice

Each district shall provide a notice to each eligible student and the student's parent or guardian regarding the benefits of enrolling in a course.

Credit Earned

A student who successfully completes an English language arts course may use the credit earned toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Education Code 28.025(b-1)(1). A student who successfully completes a mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Education Code 28.025

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after completion of the mathematics curriculum requirements for the foundation high school program under Education Code 28.025(b-1)(2).

Dual Credit

A course may be offered for dual credit at the discretion of the institution of higher education with which a district partners. **[See EHDD]**

Instructional Materials

Each district, in consultation with each institution of higher education with which the district partners, shall develop or purchase instructional materials for a course consistent with Education Code Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices.

Education Code 28.014

End-of-Course Exam

A student enrolled in a college preparatory mathematics or English language arts course under Education Code 28.014 who satisfies the TSI college readiness benchmarks on an assessment instrument administered at the end of the course satisfies the requirements concerning and is exempt from the administration of the Algebra I or the English I and English II end-of-course assessment instruments, as applicable, as prescribed by Education Code 39.023(c) [see EKB], even if the student did not perform satisfactorily on a previous administration of the applicable end-of-course assessment instrument. A student who fails to perform satisfactorily on the assessment instrument may retake that assessment instrument or may take the appropriate end-of-course assessment instrument. *Education Code 39.025(a-1)*

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Accelerated Instruction in Grades 3–8

Each time a student fails to perform satisfactorily on a state assessment instrument in the third, fourth, fifth, sixth, seventh, or eighth grade [see EKB], the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:

1. **Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or**
2. **Provide the student supplemental instruction under Education Code 28.0211(a-4) [see below].**

Education Code 28.0211(a-1)

Participation Requirements

Supplemental accelerated instruction may require a student to participate before or after normal school hours and may include participation at times of the year outside normal school operations. *19 TAC 104.1001(c)*

In providing accelerated instruction, a district may not remove a student, except under circumstances for which a student enrolled in the same grade level who is not receiving accelerated instruction would be removed, from:

1. **Instruction in the foundation curriculum and enrichment curriculum adopted under Education Code 28.002 [see EHA series] for the grade level in which the student is enrolled; or**
2. **Recess or other physical activity that is available to other students enrolled in the same grade level.**

Education Code 28.0211(a-3)

The foundation curriculum includes English language arts, mathematics, science, and social studies. Courses in the enrichment curriculum include languages other than English; health, with emphasis on physical health, proper nutrition, and exercise; mental health, including instruction about mental health conditions, substance abuse, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision making; suicide prevention; physical education; fine arts; career and technical education; technology applications; religious literature; and personal financial literacy.

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In the event that a school week is three or less instructional days, the school is exempt from meeting the requirement of meeting once per week for supplemental accelerated instruction. [See Supplemental Instruction Requirements for Certain Funding, item 3, below.]

19 TAC 104.1001(c)

ARD Committee Determination

For a student served by special education who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a) [see EKB], the student's admission, review, and dismissal (ARD) committee must determine the manner in which the student will engage in supplemental accelerated instruction. ARD committees must consider the individual needs of a student with a disability when determining the manner in which supplemental accelerated instruction is to be provided to the student. If supplemental accelerated instruction is to be provided to the student, the supplemental accelerated instruction must meet the requirements outlined in this subsection unless the ARD committee specifically determines that some or all of the requirements for supplemental accelerated instruction would deny the student access to a FAPE. *19 TAC 104.1001(b)(3)*

Supplemental Instruction Requirements for Certain Funding

If a district receives funding under Education Code 29.0881, the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Div. M, Pub. L. No. 116-260), or the American Rescue Plan Act of 2021 (Pub. L. No. 117-2), then supplemental instruction provided by a district must:

1. **Include targeted instruction in the essential knowledge and skills for the applicable grade levels and subject area;**
2. **Be provided in addition to instruction normally provided to students in the grade level in which the student is enrolled;**
3. **Be provided for no less than 30 total hours during the subsequent summer or school year and, unless the instruction is provided fully during summer, include instruction no less than once per week during the school year;**
4. **Be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area;**
5. **Include effective instructional materials designed for supplemental instruction;**

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6. **Be provided to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group;**

7. **Be provided by a person with training in the applicable instructional materials for the supplemental instruction and under the oversight of the district; and**

8. **To the extent possible, be provided by one person for the entirety of the student's supplemental instruction period.**

Education Code 28.0211(a-4)

Supplemental Accelerated Instruction Requirements

Supplemental accelerated instruction shall be based on, but not limited to, targeted instruction in the essential knowledge and skills for the applicable grade levels and subject areas and be provided by a person with training in the applicable instructional materials for the supplemental accelerated instruction and under the oversight of the school district. Supplemental accelerated instruction shall be provided as outlined in items 2–5 and 8 (above), to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group. *19 TAC 104.1001(d)*

Transportation

A district shall provide students required to attend the accelerated programs described above with transportation to those programs if the programs occur outside of regular school hours. *Education Code 28.0211(j)*

Notice to Parents of Performance and Accelerated Instruction

Whenever a district is required to notify a parent or guardian about the requirements related to promotion and accelerated instruction, the district shall make a good-faith effort to ensure that the notice is provided either in person or by regular mail, is clear and easy to understand, and is written in English or in the parent or guardian's native language. *Education Code 28.0211(h)*

Assessments Not Required

Education Code 28.0211 does not require the administration of a fifth or eighth grade assessment instrument in a subject under Education Code 39.023(a) to a student enrolled in the fifth or eighth grade, as applicable, if the student:

1. **Is enrolled in a course in the subject intended for students above the student's grade level and will be administered an assessment instrument adopted or developed under Education Code 39.023(a) [see EKB] that aligns with the curriculum for the course in which the student is enrolled; or**

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2. **Is enrolled in a course in the subject for which the student will receive high school academic credit and will be administered an end-of-course (EOC) assessment instrument [see EKB] for the course.**

Notwithstanding any other provision of Education Code 28.0211, the student may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument not required to be administered to the student, nor may a student in grade 5 or grade 8 be denied promotion to the next grade on the basis of failure to perform satisfactorily on a reading or mathematics assessment instrument intended for use above the student's grade level.

Education Code 28.0211(o)–(p)

Accelerated Instruction After EOC Assessments

A district shall provide accelerated instruction to an enrolled student who has taken an EOC assessment instrument and has not performed satisfactorily or who is at risk of dropping out of school.

A district shall offer before the next scheduled administration of the assessment instrument, without cost to the student, additional accelerated instruction to each student in any subject in which the student failed to perform satisfactorily on an end-of-course assessment instrument required for graduation.

A district that is required to provide accelerated instruction must separately budget sufficient funds for that purpose. [See CE]

A district shall evaluate the effectiveness of accelerated instruction programs and annually hold a public hearing to consider the results.

Education Code 29.081(b), (b-1), (b-2), (b-3), 39.025(b-1)

Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(c), the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area.

Accelerated instruction may require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations and must comply with the requirements for accelerated instruction provided under Education Code 28.0211 [see above].

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Education Code 28.0217

Effectiveness

A district shall evaluate and document the effectiveness of the accelerated instruction in reducing any disparity in performance on state assessment instruments or disparity in the rates of high school completion between students at risk of dropping out of school and all other district students. *Education Code 29.081(c)*

No Available Test Score

The superintendent of each district shall establish procedures to ensure that each eligible student who is absent or does not receive a test score for any test administration shall receive appropriate supplemental accelerated instruction as warranted on an individual student basis.*19 TAC 104.1001(b)(4)*

Accelerated Learning Committee

A district shall establish an accelerated learning committee for each student who does not perform satisfactorily on the following state assessment instruments [see EKB]:

1. **The third grade mathematics or reading assessment;**
2. **The fifth grade mathematics or reading assessment; or**
3. **The eighth grade mathematics or reading assessment.**

Education Code 28.0211(a)

Composition

The accelerated learning committee shall be composed of the principal or the principal's designee, the student's parent or guardian, and the teacher of the subject of an assessment instrument on which the student failed to perform satisfactorily. The district shall notify the parent or guardian of the time and place for convening the accelerated learning committee and the purpose of the committee. *Education Code 28.0211(c)*

If a student is changing campuses, the committee must include the receiving principal or designee, the sending principal or designee, the receiving content teacher or designee, and the sending content teacher or designee. *19 TAC 104.1001(e)(1)*

Educational Plan

An accelerated learning committee shall, not later than the start of the subsequent school year, develop an educational plan for the student that provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level by the conclusion of the school year. The educational plan must be documented in writing, and a copy must be provided to the student's parent or guardian.

During the school year, the student shall be monitored to ensure that the student is progressing in accordance with the

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educational plan. The district shall administer to the student the assessment instrument for the grade level in which the student is placed at the time the district regularly administers the assessment instruments for that school year.

The board shall adopt a policy consistent with the grievance procedure adopted under Education Code 26.011 [see FNG] to allow a parent to contest the content or implementation of an educational plan.

Education Code 28.0211(f)–(f-3)

Failure in a Subsequent School Year

If a student who fails to perform satisfactorily on the third, fifth, or eighth grade math or reading assessment fails in the subsequent school year to perform satisfactorily on an assessment instrument in the same subject, the superintendent, or the superintendent's designee, shall meet with the student's accelerated learning committee to:

1. **Identify the reason the student did not perform satisfactorily; and**
2. **Determine, in order to ensure the student performs satisfactorily on the assessment instrument at the next administration of the assessment instrument, whether the educational plan developed for the student must be modified to provide the necessary accelerated instruction for that student and any additional resources are required for that student.**

The superintendent's designee may be an employee of a regional education service center and may not be a person who served on the student's accelerated learning committee.

Education Code 28.0211(f-4)–(f-5)

ARD Determination for Grades 3, 5, and 8

The ARD committee of a student who does not perform satisfactorily on a third, fifth, or eighth grade math or reading assessment must meet to determine the manner in which the student will participate in an accelerated instruction program. ***Education Code 28.0211(i)***

Students Who Meet Criteria for the Alternative Assessment

The ARD committee must serve as the accelerated learning committee for students who meet the criteria for participation in alternative assessment instruments under Education Code 39.023(b) [see EKB], who do not perform satisfactorily on a mathematics or reading assessment instrument in grade 3, 5, or 8. The ARD committee must determine the manner in which the student will participate in supplemental accelerated in-

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struction; however, the requirements for supplemental accelerated instruction described by 19 Administrative Code 104.1001(b) do not apply.

ARD Committee Responsibilities

In serving as the accelerated learning committee for a student served by special education, the ARD committee must meet and develop a plan [see Education Plan, above] to determine the manner in which the student will participate in supplemental accelerated instruction, and this meeting must include the required members of a properly constituted ARD committee [see EHBAB].

When the ARD committee for a student served by special education serves as the accelerated learning committee, efforts must be taken to ensure parental participation as specified within the requirements of 19 Administrative Code 89.1050(d) and 34 Code of Federal Regulations 300.322 [see EHBAB].

The ARD committee, serving as the accelerated learning committee, must document decisions regarding supplemental accelerated instruction in writing and a copy must be provided to the student's parent or guardian. This documentation may either be included in ARD deliberations or as a supplemental attachment to the student's individualized education program.

Dispute Resolution

A parent or guardian of a student served by special education may use a dispute resolution mechanism specified in 19 Administrative Code 89.1150 [see EHBAE] to resolve any dispute between the parent and a public education agency relating to the identification, evaluation, or educational placement of or the provision of a free appropriate public education (FAPE) to a student with a disability. If a parent or guardian of a student served by special education does not agree with the decision of the ARD committee serving as the accelerated learning committee regarding supplemental accelerated instruction, the parent or guardian may follow the district grievance policy [see FNG].

19 TAC 104.1001(f)

Parent Request

Each district shall establish a process allowing for the parent or guardian of a student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment to make a request for district consideration that the student be assigned to a particular classroom teacher in the applicable subject area for the subsequent school year, if more than one classroom teacher is available. *Education Code 28.0211(a-5); 19 TAC 104.1001(g)*

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Classroom Assignment

A student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment and is promoted to the next grade level must be assigned in the subsequent school year in each subject in which the student failed to perform satisfactorily on the applicable assessment instrument to an appropriately certified teacher who meets all state and federal qualifications to teach that subject and grade.

In a manner consistent with federal law and notwithstanding any other law, the commissioner may waive the requirement regarding the assignment of a student to an appropriately certified classroom teacher on the request of a district.

Education Code 28.0211(n)–(n-1)

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Students who are deaf or hard of hearing must have an education in which their unique communication mode is respected, used, and developed to an appropriate level of proficiency. *Education Code 29.303*

Personnel

A student who is deaf or hard of hearing must have an education in which teachers, psychologists, speech therapists, progress assessors, administrators, and others involved in education understand the unique nature of deafness and the hard-of-hearing condition. A teacher of deaf or hard-of-hearing students either must be proficient in appropriate language modes or use an interpreter certified in appropriate language modes if certification is available. Regular and special personnel who work with students who are deaf or hard of hearing must be adequately prepared to provide educational instruction and services to those students.

The district shall employ or provide access to appropriate qualified staff with proficient communications skills, consistent with credentialing requirements, to fulfill the responsibilities of the district and shall make positive efforts to employ qualified individuals with disabilities.

Education Code 29.304

Involvement of Others

Students who are deaf or hard of hearing must have an education in which parents or legal guardians and advocates for parents or legal guardians are involved in determining the extent, content, and purpose of programs. Other individuals may be involved at the discretion of parents or legal guardians or the district. *Education Code 29.306*

Students who are deaf or hard of hearing shall be given the opportunity to be exposed to deaf or hard-of-hearing role models. *Education Code 29.307*

Advisory Committee

If the district has students who are deaf or hard of hearing, it shall include in its local special education advisory committee persons who are deaf or hard of hearing and parents or students who are deaf or hard of hearing, if practicable. *Education Code 29.309*

Assessment

The district shall not discriminate on the basis of race, culture, or sex when selecting and administering procedures and materials for assessment and placement of students who are deaf or hard of hearing. *Education Code 29.310(a)*

Placement

A single assessment instrument may not be the sole criterion for determining the placement of a student who is deaf or hard of hearing. *Education Code 29.310(b)*

Procedures and materials for the assessment and placement of a student who is deaf or hard of hearing shall be in the student's preferred mode of communication. All other procedures and materials

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used with any student who is deaf or hard of hearing and who has limited English proficiency shall be in the student's preferred mode of communication. *Education Code 29.310(c)*

Deaf or Hard-of-Hearing Programs

Programs for students who are deaf or hard of hearing must be coordinated with other public and private agencies, including agencies operating early childhood intervention programs, preschools, agencies operating child development programs, nonpublic nonsectarian schools, agencies operating regional occupational centers and programs, and the Texas School for the Deaf. The programs must also be coordinated with postsecondary and adult programs for persons who are deaf or hard of hearing. *Education Code 29.311*

Counseling

Appropriate psychological counseling services for a student who is deaf or hard of hearing shall be made available at the student's school site in the student's primary mode of communication. Appropriate auditory systems shall be used with students who are hard of hearing, if required by the admission, review, and dismissal (ARD) committee. *Education Code 29.312*

Evaluation

The district must provide continuous evaluation of the effectiveness of programs for students who are deaf or hard of hearing. If practicable, the evaluations shall follow program excellence indicators established by TEA. *Education Code 29.313*

Transition to Regular Class

In addition to satisfying requirements under state and federal law for vocational training, the district shall develop and implement a transition plan for transition of students who are deaf or hard of hearing into a regular class program if the students are to be transferred from a special class or center or from a nonpublic, nonsectarian school into a regular class for any part of the school day. The transition plan must provide for activities to integrate the students into the regular education program and to support the transition of the students from the special education program into the regular education program. *Education Code 29.314*

Regional Day School Programs for the Deaf

In accordance with Education Code 30.081 through 30.087, a district shall have access to regional day school programs for the deaf operated by districts at sites previously established by the State Board of Education. Any student who is deaf or hard of hearing with a disability that severely impairs processing linguistic information through hearing, even with recommended amplification, and that adversely affects educational performance shall be eligible for consideration for the Regional Day School Program for the Deaf, subject to the ARD committee recommendations. *19 TAC 89.1080*

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Adult Education

A district must provide an adult education program designed to meet the education and training needs of adults to the extent possible using available public and private resources. Bilingual education must be used to instruct students who do not function satisfactorily in English whenever it is appropriate for those students' optimum development. *Labor Code 315.003*

Essential Program Components

An Adult Education and Literacy (AEL) grant recipient shall ~~provide the~~**ensure that** essential program components ~~as~~**are provided as outlined in the grant application for statewide AEL funds, which include the components** described by 40 Administrative Code 805.4. *40 TAC 805.4*

Staff Qualifications

AEL instructional aides, administrative, data entry, proctoring staff, and staff providing support or employment services to students shall have at least a high school diploma or a high school equivalency certificate. AEL directors, supervisors, and staff that oversee program assessment services and/or overall program accountability, and instructors in the content areas of reading, writing, mathematics, and English language acquisition, including substitutes, shall possess at least a bachelor's degree.

Requests for exemptions for staff qualification requirements in individual cases may be submitted to the Texas Workforce Commission for approval. The exemption shall include a justification outlining extenuating circumstances and shall be submitted and approved prior to an individual being placed in the position in question.

Professional Development

The district shall comply with the program requirements for professional development in accordance with 40 Administrative Code 805.21.

Records of staff qualifications and professional development shall be maintained by each grant recipient and shall be available for monitoring.

40 TAC 805.21

Tuition and Fees

Tuition and fees shall not be charged unless a district is statutorily authorized to do so. Funds generated by tuition and fees shall be used for the AEL instructional programs and must be expended before federal and state grant funds, in accordance with 2 Code of Federal Regulations 200.305(b)(5). *40 TAC 805.45*

Reimbursement for Community Education

If a board elects to provide community education for all age groups, it may be eligible for reimbursement for the costs of the program. In order to receive reimbursement, it must submit an application in accordance with TEA rules and reimbursement shall be made to the extent authorized.

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Conditions	A district will receive such reimbursement only if it has achieved the level of community services prescribed by TEA in the current or preceding year. *Education Code 29.256*

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Innovative Courses

A district may offer innovative courses to enable students to master knowledge, skills, and competencies not included in the essential knowledge and skills of the required curriculum. Applications shall not be approved if the proposed course significantly duplicates the content of a Texas Essential Knowledge and Skills (TEKS)-based course or can reasonably be taught within an existing TEKS-based course.

To request approval for an innovative course from the State Board of Education or the commissioner, a district or organization must submit a request for approval at least six months before planned implementation. The request must address the elements listed at 19 Administrative Code 74.27(a)(4).

To request approval from the commissioner for a career and technical education innovative course, the applying school district or organization must submit with its request for approval evidence that the course is aligned with state and/or regional labor market data.

To request approval of a new innovative course, the applying district or organization must submit with its request for approval evidence that the course has been successfully piloted in its entirety in at least one school in the state of Texas.

With the approval of the board, a district may offer, without modifications, any state-approved innovative course.

19 TAC 74.27(a)(3)–(7)

Magnet Schools or Programs

A district may operate a magnet program, academy, or other innovative program to serve student populations with specialized interests and aptitudes. *19 TAC 74.22(b)*

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Award of Credit

The award of credit for a course affirms that a student has satisfactorily met state and local requirements. **Any course for which credit is awarded must be provided according to 19 TAC 74.26(a)(1) and (a)(2) [see FDA].** *19 TAC 74.26(a)*

Early Award of Credit

A district may offer courses designated for grades 9–12 in earlier grade levels. ~~Credit~~**A course must be considered completed and credit** must be awarded if the student has demonstrated achievement by meeting the standard requirements of the course, including demonstrated proficiency in the subject matter, regardless of the time the student received instruction in the course or the grade level at which proficiency was attained. The academic achievement record (transcript) shall reflect that students have satisfactorily completed courses at earlier grade levels from grades 9–12 and have been awarded state graduation credits. *19 TAC 74.26(b)*

Partial Award

In accordance with a district's local policy, a student who is able to successfully complete only half of a course can be awarded credit proportionately. *19 TAC 74.26(d)*

A district shall award credit proportionately to a student who is homeless or in substitute care who successfully completes only half of a course. *19 TAC 74.26(e)*

Attendance for Credit or Final Grade

Unless credit is awarded by the attendance committee or regained in accordance with a principal's plan [see FEC], a student in any grade level from kindergarten through grade 12 may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered. *Education Code 25.092*

Homeless or Substitute Care

~~Each~~**A** district ~~must~~**shall** adopt a local policy to ~~assist with awarding~~**ensure credit, including proportionate credit, has been awarded appropriately** to a student who is homeless or in substitute care ~~credit~~ for ~~a course that was earned~~**coursework completed** prior to the student enrolling in or transferring to the district~~, as required by~~ **in accordance with** 19 Administrative Code 74.26 (Award of Credit).

~~Each~~**A** district must ~~examine how~~**ensure that student records or transcripts provided by the previous district or charter school are evaluated promptly and are complete, accurate, and up to date.**

The receiving district must develop, maintain, and regularly update local records and documentation, including transcripts if applicable, for a student who is homeless or in substitute care.

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A district must ensure that the records or transcripts of a student who is homeless or in substitute care and transferring from out of state, out of country, or a Texas nonpublic school are evaluated and the award of credit is **determined in a timely manner, as required by 19 Administrative Code 74.26(a)(2). [See FDA]**

A district must award credit proportionately to a student who is homeless or in substitute care who successfully completes only half of a course. Districts must evaluate the student record upon a student's enrollment and ensure that proportionate credit has been awarded **appropriately.**

If a district determines that there are courses in which a student was enrolled but for which the student has not earned credit, the district may use a variety of methods to determine whether the student may be eligible for full or proportionate credit for coursework completed. The award of credit must be based on ~~satisfactorily meeting~~**demonstrated proficiency in** all state and local requirements for a course ~~upon enrollment, as required by~~**in accordance with** 19 Administrative Code 74.26.~~ [For information on~~

A district must provide opportunities for a student who is homeless or in substitute care who enrolls in the district after the start of the school year to be administered credit by ~~exam for students who are homeless or in substitute care,~~ **examination at any point during the school year, as required by 19 Administrative Code 74.24 (Credit by Examination) [**see **EHDB and** EHDC~~.]~~**].**

~~Each district~~**Districts** must~~:~~**:**

~~1.~~ Develop ~~a credit recovery plan for students who were denied credits outside the district;~~

~~2.~~**1.** ~~Create a course transition plan~~**processes** for students who have ~~been denied~~**credit deficits or incomplete coursework that would impede on-time promotion or graduation to earn** credit **and implement appropriate academic interventions to address any credit deficiencies identified**;

2. Develop and administer a personal graduation plan **in accordance with Education Code 28.0212 (see EIF)** for each student in junior high or middle school~~, as~~ **who is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade 9, as determined by the district, or does not perform satisfactorily on a state assessment instrument;**

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3. **Review personal graduation plan options with each student entering grade 9 and with that student's parent or guardian as** required by Education Code 28.~~0212 [see EIF];~~**02121 [see EIF]. Before the conclusion of the school year, the student and the student's parent or guardian must confirm and sign a personal graduation plan for the student;**

4. Ensure that school staff **actively** engage with the student~~,~~ **and the student's** parent~~,~~ or guardian, as applicable, to develop a ~~credit recovery~~ plan ~~upon enrollment~~**to recover credits** if the student has ~~a~~ credit ~~deficit~~**deficits or incomplete coursework** that would impede on-time promotion or graduation; and

5. Comply with Education Code 28.025(i~~),~~**) [see EIF],** concerning the award of diplomas for students who are homeless or in substitute care who are in grade 11 or 12.

19 TAC 89.1607~~(a), (d)–(e)~~

[For information on transition assistance for students who are homeless or in substitute care, including enrollment and placement in education programs and courses, see FFC.]

Graduation Requirements

Credit for courses for high school graduation may be earned only if the student received a grade equivalent to 70 on a scale of 100, based upon the essential knowledge and skills of each course. Credit earned toward state graduation requirements in an accredited school district shall be transferable and must be accepted by any other school district in the state. *19 TAC 74.26(a)(1), (c)*

Academic Achievement Record

Following guidelines developed by the commissioner of education, a district shall use an academic achievement record (transcript) form that includes student demographics, school data, student data, and the record of courses and credits earned.

The academic achievement record (transcript) shall serve as the academic record for each student and shall be maintained permanently by a district.

Any credit earned by a student must be recorded on the academic achievement record (transcript), regardless of when the credit was earned.

A student's performance on a state assessment, including an end-of-course assessment instrument required under Education Code 39.023(c) [see EKB], must be included in the student's academic achievement record (transcript).

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	Copies of the record shall be made available to students transferring to another district. A district shall respond promptly to all requests for student records from receiving districts. [See also FD, FDA, and FL] *Education Code 28.025(e), 39.023(c-5); 19 TAC 74.5(b)–(d)*
Transcript Seals	Students who complete high school graduation requirements shall have attached to the academic achievement record (transcript) a seal approved by the State Board of Education. *19 TAC 74.5(e)*
Endorsement	Students who complete the requirements for an endorsement shall have the endorsement clearly indicated on the academic achievement record (transcript).
Performance Acknowledgment	Students who earn a performance acknowledgment shall have the performance acknowledgment clearly indicated on the academic achievement record (transcript).
Distinguished Level of Achievement	Students who earn the distinguished level of achievement shall have the distinguished level of achievement clearly indicated on the academic achievement record (transcript).
Speech Requirements	Students who demonstrate proficiency in speech as specified in 19 Administrative Code 74.11 shall have completion of the speech requirement clearly indicated on the academic achievement record (transcript).
CPR	Students who complete the required instruction in cardiopulmonary resuscitation (CPR) as specified in 19 Administrative Code 74.38 in grade 9, 10, 11, or 12 shall have completion of the CPR instruction clearly indicated on the academic achievement record (transcript).
Proper Interaction with Peace Officers	Students who complete the required instruction on proper interaction with peace officers shall have completion of the instruction clearly indicated on the academic achievement record (transcript). A district shall clearly indicate on the academic achievement record the year in which the instruction was provided to the student.
Languages Other Than English	Students who satisfy a language other than English graduation credit requirement by successfully completing a dual language immersion program at an elementary school in accordance with 19 Administrative Code 74.12 shall have the credit clearly indicated on the academic achievement record (transcript).
FAFSA/TASFA Completion	A student who completes and submits a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA) or submits the Texas Education Agency-approved opt-out form shall have the completion of the financial aid application requirement clearly indicated on the academic achievement record.

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Education Code 28.025; 19 TAC 74.5(f)–(m), .11(b), .39(e)

Notation on Transcript or Diploma

A district shall ensure that each student's official transcript or diploma indicates whether the student has completed or is on schedule to complete:

1. The recommended or advanced high school curriculum; or
2. For a district that is covered by Education Code 56.304(f)(1) (unavailability of courses), the required portion of the recommended or advanced high school curriculum offered at the district's high school.

The district must include this information on the student's transcript not later than the end of the student's junior year.

Education Code 56.308

Certificate of Coursework Completion

A student who completes all graduation requirements except for required end-of-course assessment instruments may be issued a certificate of coursework completion. The academic achievement record (transcript) shall include a notation of the date a certificate of completion was issued to the student. ***19 TAC 74.5(n)*** [See FMH for participation in the graduation ceremony.] ~~*19 TAC 74.5(n)*~~

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State Assessment of Academic Skills

Every student receiving instruction in the essential knowledge and skills shall take the appropriate criterion-referenced assessments, as required by Education Code Chapter 39, Subchapter B [see Testing in Grades 3–8, below]. *Education Code 39.023(a), (c), (f); 19 TAC 101.5*

A student may not receive a high school diploma until the student has performed satisfactorily on end-of-course (EOC) assessment instruments [see End-of-Course Assessments, below]. *Education Code 39.025(a); 19 TAC 101.4001*

Emergent Bilingual Students

In grades 3–12, an emergent bilingual student, as defined by Education Code Chapter 29, Subchapter B, shall participate in the state assessment in accordance with commissioner rules at 19 Administrative Code Chapter 101, Subchapter AA. *Education Code 39.023(l), (m)* [See EKBA]

Special Education

The Texas Education Agency (TEA) shall develop or adopt appropriate criterion-referenced alternative assessment instruments to be administered to each student in a special education program for whom a state assessment instrument adopted under Education Code 39.023(a), even with allowable accommodations, would not provide an appropriate measure of student achievement, as determined by the student's admission, review, and dismissal (ARD) committee, including assessment instruments approved by the commissioner of education that measure growth. The assessment instruments developed or adopted, including the assessment instruments approved by the commissioner, must, to the extent allowed under federal law, provide a district with options for the assessment of students.

TEA may not adopt a performance standard that indicates that a student's performance on the alternate assessment does not meet standards if the lowest level of the assessment accurately represents the student's developmental level as determined by the student's ARD committee.

The student's ARD committee shall determine whether any allowable modification is necessary in administering to the student a required EOC assessment instrument under Education Code 39.023(c), and whether the student is required to achieve satisfactory performance on an EOC assessment instrument to receive a high school diploma.

Education Code 39.023(b)–(c), .025(a-4)

Military Dependents

If the student is a military dependent, the district shall incorporate procedures to accept:

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1. Exit or EOC exams required for graduation from the sending state;
2. National norm-referenced achievement tests; or
3. Alternative testing, in lieu of testing requirements for graduation in the receiving state.

In the event the above alternatives cannot be accommodated by the receiving state for a military dependent transferring in his or her senior year, then Education Code 162.002 article VII, section C, shall apply.

Substitute Passing Standard

The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for achieving a score on an assessment instrument otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the grade 10 level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard.

Education Code 162.002 art. VII [See EIF]

Administration

A district shall follow the test administration procedures established by TEA in the applicable test administration materials. A superintendent shall be responsible for administering tests. *19 TAC 101.25, .27*

Schedule

The commissioner shall specify the schedule for testing that is in compliance with Education Code 39.023(c-3) and supports reliable and valid assessments. Participation in University Interscholastic League (UIL) area, regional, or state competitions is prohibited on any days on which testing is scheduled between Monday and Thursday of the school week in which the primary administration of assessment instruments occurs.

The commissioner may provide alternate dates for the administration of tests required for a high school diploma to students who are migratory children and who are out of the state.

19 TAC 101.25

On request by a district, the commissioner may allow the district to administer an assessment instrument on the first instructional day

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of a week if administering the assessment instrument on another instructional day would result in a significant administrative burden due to specific local conditions. *Education Code 39.023(c-3)*

Alternate Test Dates

The commissioner shall consider requests from districts or campuses for alternate test dates on a case-by-case basis. Alternate test dates will only be allowed if the campus or district is closed on the day on which testing is scheduled or if there is an exceptional circumstance, defined below, that may affect a district's or campus's ability to administer an assessment or the students' performance on the assessment.

"Exceptional circumstances" include:

1. Inclement weather or natural disasters that would cause a district or campus to be closed or that would cause a small percentage of students to be in attendance on the day testing is scheduled;
2. Health epidemics that result in a large number of students being absent on the day of testing;
3. Death of a student or school official that may impact student performance; and
4. Sudden emergencies that occur on the day of testing or shortly before testing that may inhibit students from completing the assessments, such as a fire on campus, a bomb threat, an extended power outage, or a water main break.

If an alternate test date for primary test administration is approved, the commissioner may prohibit a district or campus from participating in UIL competition on the new test date if that is determined to be in the best interest of the district, campus, and students.

19 TAC 101.5003

Test Administration Training

The commissioner may require training for district employees involved in the administration of the assessment instruments. The commissioner may only require for the employee at each district campus who oversees the administration of the assessment instruments to annually receive the training. The district employee who oversees test administration on a district campus may, with discretion, require other district employees involved in the administration of assessment instruments to repeat the training. *Education Code 39.0304(a), (b-1)–(b-2)*

Notice to Parents and Students

A superintendent shall be responsible for the following in order to provide timely and full notification of graduation requirements:

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1. Notifying each student and his or her parent or guardian in writing no later than the beginning of the student's seventh-grade year of the testing requirements for graduation;
2. Notifying each student in grades 7–12 new to the district and his or her parent or guardian in writing of the testing requirements for graduation; and
3. Notifying each student who shall take the tests required for graduation and his or her parent or guardian, as well as out-of-school individuals, of the dates, times, and locations of testing.

19 TAC 101.3012

Testing in Grades 3–8

Except as provided below, all students, other than students who are assessed under Education Code 39.023(b) (alternative assessment instrument) or 39.023(l) (emergent bilingual students) or exempted under Education Code 39.027, shall be assessed in:

1. Mathematics, annually in grades 3–8;
2. Reading, annually in grades 3–8;
3. Social studies in grade 8;
4. Science in grades 5 and 8; and
5. Any other subject and grade required by federal law.

Education Code 39.023(a)

Exception

For purposes of federal accountability, a student shall not be administered a grade-level assessment if the student:

1. Is enrolled in a course or subject intended for students above the student's enrolled grade level and will be administered a grade-level assessment instrument developed under the list above that aligns with the curriculum for that course or subject within the same content area; or
2. Is enrolled in a course for high school credit in a subject intended for students above the student's enrolled grade level and will be administered an EOC assessment instrument that aligns with the curriculum for that course or subject within the same content area.

For purposes of federal accountability, a grade 3–8 student who is accelerated in mathematics, reading/language arts, or science and on schedule to complete the high school end-of-course assessments in that same content area prior to high school shall be assessed at least once in high school with the ACT or the SAT.

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A student is only eligible to take an assessment instrument intended for use above the student's enrolled grade if the student is on schedule to complete instruction in the entire curriculum for that subject during the semester the assessment is administered.

A student in grade 5 or 8 described above may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument not required to be administered to the student.

Education Code 28.0211(o)–(p), 39.023(a-2); 19 TAC 101.3011(a)(1)–(4)

Kindergarten Assessment

An assessment instrument under Education Code 39.023 may not be administered to a kindergarten student except for the purpose of determining whether the student is entitled to the benefit of the Foundation School Program [see FD]. *Education Code 39.023(a-16)*

Prekindergarten Assessment

Performance on an assessment instrument administered to students in prekindergarten may not be considered for any purpose related to Education Code Chapters 39 and 39A. *Education Code 39.0237*

Accommodations

Testing accommodations are permitted for any student unless they would make a particular test invalid. Decisions regarding testing accommodations shall take into consideration the needs of the student and the accommodations the student routinely receives in classroom instruction. Permissible testing accommodations shall be described in the appropriate test administration materials.

The committee established by a board to determine the placement of students with dyslexia or related disorders shall determine whether any allowable modification is necessary in administering an assessment to such a student.

A student's ARD committee shall determine the allowable accommodations and shall document them in the student's individualized education program (IEP). [See Special Education, above]

19 TAC 101.3013; Education Code 39.023(a)–(c), (n); 34 C.F.R. 300.320(a)(6)

End-of-Course Assessments

Beginning with students first enrolled in grade 9 in the 2011–12 school year, a student enrolled in a course for which an EOC assessment exists as required by Education 39.023(c) shall take the appropriate assessment. *19 TAC 101.3021(a)*

TEA shall adopt EOC assessment instruments for secondary-level courses in Algebra I, biology, English I, English II, and United

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States history. The Algebra I EOC assessment instrument must be administered with the aid of technology but may include one or more parts that prohibit the use of technology. The English I and English II EOC assessment instruments must each assess essential knowledge and skills in both reading and writing and must provide a single score. A district shall comply with State Board of Education rules regarding administration of the assessment instruments listed in this provision.

If a student is in a special education program, the student's ARD committee shall determine whether any allowable modification is necessary in administering to the student an assessment instrument required under this provision.

Education Code 39.023(c)

Students Enrolled Below High School Level

Beginning in the 2011–12 school year, a student in grade 8 or lower who takes a high school course for credit is required to take the applicable EOC assessment. The EOC assessment result shall be applied toward the student's assessment graduation requirements, as specified in 19 Administrative Code 101.3022. *19 TAC 101.3021(d)*

Assessment Requirements for Graduation

A student must meet satisfactory performance on an EOC assessment listed in Education Code 39.023(c) in order to be eligible to receive a Texas diploma, except as described below at Exceptions, Credits Earned Prior to Enrollment, Individual Graduation Committee, and Special Education.

The standard in place when a student first takes an EOC assessment is the standard that will be maintained throughout the student's school career.

Exceptions

English I or English II

A student who was administered separate reading and writing EOC assessments under Education Code 39.023(c), for the English I or English II course has met that course's assessment graduation requirement if the student has:

1. Achieved satisfactory performance on either the reading or writing EOC assessment for that course;
2. Met at least the minimum score on the other EOC assessment for that course; and
3. Achieved an overall scale score of 3750 or greater when the scale scores for reading and writing are combined for that course.

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Exceptions related to English I also apply to emergent bilingual students who meet the criteria in 19 Administrative Code 101.1007. [See EKBA]

19 TAC 101.3022(a)–(c)

Credits Earned Prior to Enrollment

If a student earned high school credit for a course with an EOC assessment prior to enrollment in a Texas public school district and the credit has been accepted by a Texas public school district, or a student completed a course for Texas high school credit in a course with an EOC assessment prior to the 2011–12 spring administration, the student is not required to take the corresponding EOC assessment. *19 TAC 101.3021(e)*

Substitute Assessments

The commissioner adopts certain assessments as substitute assessments that a student may use in place of a corresponding EOC assessment to meet the student's assessment graduation requirements. A satisfactory score on an approved assessment may be used in place of only one specific EOC assessment, except as provided by 19 Administrative Code 101.4002(d)(1) (student who qualifies for use of the Texas Success Initiative (TSI) as a substitute assessment and is enrolled in certain college preparatory courses).

A student at any grade level is eligible to use a substitute assessment as provided in the commissioner's chart at 19 Administrative Code 101.4002(b) if the student:

1. Was administered an approved substitute assessment for an equivalent course in which the student was enrolled;
2. Received a satisfactory score on the substitute assessment as determined by the commissioner and provided in the chart at 19 Administrative Code 101.4002(b); and
3. Using a Texas Success Initiative Assessment (TSIA) or a Texas Success Initiative Assessment, Version 2.0 (TSIA2) also meets the additional criteria of 19 Administrative Code 101.4002(d).

TSI Additional Criteria

A student must meet the criteria established in 19 Administrative Code 101.4002(d) in order to qualify to use TSIA or TSIA2 as a substitute assessment.

Accountability Testing

A student electing to substitute an assessment for graduation purposes must still take the corresponding EOC assessment required under Education Code 39.023(c) at least once for accountability purposes. If a student sits for an EOC assessment, a district may not void or invalidate the test in lieu of a substitute assessment.

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A student who fails to perform satisfactorily on a PSAT, PLAN, or Aspire test (or any versions of these tests) as indicated in the chart in 19 Administrative Code 101.4003(b) must take the appropriate EOC assessment required under Education Code 39.023(c). However, a student who does not receive a passing score on the EOC assessment and retakes a PSAT, PLAN, or Aspire test (or any versions of these tests) is eligible to meet the requirements specified in 19 Administrative Code 101.4002(c).

19 TAC 101.4002

Verification of Results

An eligible student is responsible for providing a district an official copy of the student's scores from the substitute assessment.

Upon receipt of official results of an approved substitute assessment, a district must:

1. Verify the student's score on the substitute assessment; and
2. Determine whether the student met the performance standard required to qualify for a public high school diploma in Texas as established by the commissioner.

19 TAC 101.4005

Satisfactory Performance

A student is required to achieve a scale score that indicates satisfactory performance, as determined by the commissioner on each EOC assessment instrument administered to the student. *Education Code 39.025(a)*

Individual Graduation Committee

A student in grade 11 or 12 who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses may qualify to graduate on the basis of a review by an individual graduation committee (IGC). [See EIF] *Education Code 28.0258, 39.025(a-5)*

A student may not graduate under an IGC if the student did not take each required EOC assessment or an approved substitute assessment for each course in which the student was enrolled in a Texas public school for which there is an EOC assessment. A district shall determine whether the student took each required EOC assessment or an approved substitute assessment. For purposes of this provision only, a student who does not make an attempt to take all required EOC assessments may not qualify to graduate by means of an individual graduation committee.

Notwithstanding any action taken by a student's individual graduation committee, a district must provide a student an opportunity to retake an EOC assessment under Education Code 39.023(c) if the student has not previously achieved satisfactory performance on

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an assessment for that course. A student is not required to retake a course in order to be administered a retest of an EOC assessment.

19 TAC 101.3022(e)(1), (3)

For provisions related to an IGC and emergent bilingual students, see EKBA.

Special Education

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258. As provided in 19 Administrative Code 89.1070 (Graduation Requirements) and 19 Administrative Code 101.3023 (Participation and Graduation Assessment Requirements for Students Receiving Special Education Services), a student's ARD committee determines whether a student is required to achieve satisfactory performance on an EOC assessment to graduate. [See EIF]

A student dismissed from a special education program who achieved satisfactory performance on an alternate EOC assessment while enrolled in a special education program is not required to take and achieve satisfactory performance on the general EOC assessment to graduate. A student who took an EOC assessment while enrolled in a special education program is not required to retake and achieve satisfactory performance on the EOC assessment if the student's ARD committee determined that the student was not required to achieve satisfactory performance on the EOC assessment to graduate. A student dismissed from a special education program must achieve satisfactory performance on any remaining EOC assessments that the student is required to take. If the student fails to achieve satisfactory performance on no more than two of the remaining EOC assessments, the student is eligible for IGC review under Education Code 28.0258 and is subject to the IGC provisions above. [See Individual Graduation Committee, above]

19 TAC 101.3022(f)

For more information on graduation requirements for special education students, see EIF.

Credit by Examination

An EOC assessment administered under Education Code 39.023(c) cannot be used for purposes of credit by examination under 19 Administrative Code 74.24. [See EHDB, EHDC] *19 TAC 101.3021(c)*

Additional State Assessments

TEA may adopt EOC assessment instruments for courses not listed in statute, as described above. A student's performance on these EOC assessment instruments is not subject to the performance requirements established for the statutory assessments. *Education Code 39.023(c-2)*

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Retakes

Each time an EOC assessment instrument is administered, a student who failed to achieve a score requirement may retake the assessment instrument. [See Satisfactory Performance, above]

A student is not required to retake a course as a condition of retaking an EOC assessment instrument.

If a student failed a course but achieved satisfactory performance on the applicable EOC assessment, that student is not required to retake the assessment if the student is required to retake the course.

Education Code 39.025(b); 19 TAC 101.3021(f), .3022(d)

Reporting Results

To the Public

Overall student performance data, aggregated by ethnicity, sex, grade level, subject area, campus, and district, shall be made available to the public, with appropriate interpretations, at regularly scheduled meetings of a board, after receipt from TEA. The information shall not contain the names of individual students or teachers. *Education Code 39.030(b)*

To the Board

A superintendent shall accurately report all test results with appropriate interpretations to a board according to the schedule in the applicable test administration materials.

To Parents, Students, and Teachers

A district shall notify each of its students, his or her parent or guardian, and his or her teacher for that subject of test results, observing confidentiality requirements stated at Confidentiality of Results, below. All test results shall be included in each student's academic achievement record and shall be furnished for each student transferring to another district or charter school or private school. The scoring contractor will provide districts with the results of the machine-scorable assessments within a 21-day period following the close of the testing window. Upon receipt of the assessment results from the test contractor, a district shall disclose a student's assessment results to a student's teacher in the same subject area as the assessment for that school year. [See BQ series, FD, and FL]

19 TAC 101.3014(a)–(d)

TEA shall adopt a series of questions to be included in an EOC assessment instrument administered under Education Code 39.023(c) to be used for purposes of identifying students who are likely to succeed in an advanced high school course. A district shall notify a student who performs at a high level on the questions and the student's parent or guardian of the student's performance and potential to succeed in an advanced high school course. A district may not require a student to perform at a particular level on the

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questions to be eligible to enroll in an advanced high school course. *Education Code 39.0233(b)*

Parents Right-to-Know Under ESEA

As a condition of receiving assistance under Title I, Part A of the Elementary and Secondary Education Act (ESEA) (20 U.S.C. 6301 et seq.), a district shall provide to each individual parent of a child who is a student in such school, with respect to such student information on the level of achievement and academic growth of the student, if applicable and available, on each of the state academic assessments required under Part A. *20 U.S.C. 6312(e)(1)(B)(i)*

Parental Access

A parent is entitled to access to a copy of each state assessment instrument administered to the parent's child. This right of access does not apply, however, to those instruments or particular questions that are being field-tested by TEA. *Education Code 26.005, .006(a)(2), 39.023(e)*

Note: **For information on instructional requirements for students who fail to perform satisfactorily on a state assessment instrument, see EHBC and EHBCA.**

Out-of-State Transfers

A district shall accurately report to TEA whether that student transferred into the district from out of state during the current school year.

Procedures for the reporting of out-of-state-transfer students to TEA shall be established in the applicable test administration materials. A district shall follow procedures specified in those test administration materials.

The assessment results of the out-of-state transfer students shall be reported separately to districts from the results of the district's other students in addition to the current reporting of assessment results for all students and other student subsets.

19 TAC 101.3014(e)

~~**Accelerated Instruction**~~

~~Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(a) in the third, fourth, fifth, sixth, seventh, or eighth grade, the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:~~

~~3. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or~~

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~~4. Provide the student supplemental instruction under Education Code 28.0211(a-4). [See EHBC]~~

~~*Education Code 28.0211(a-1)*~~

~~A district shall provide each student who fails to perform satisfactorily on an EOC assessment instrument with accelerated instruction under Education Code 28.0217 in the subject assessed by the assessment instrument. *Education Code 39.025(b-1)* [See EHBC]~~

~~College Readiness~~

~~Each district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. The courses must be designed:~~

~~5. For students at the grade 12 level whose performance on:~~

~~a. An EOC assessment instrument required under Education Code 39.023(c) does not meet college readiness standards; or~~

~~b. Coursework, a college entrance examination, or an assessment instrument designated under Education Code 51.334(a) indicates that the student is not ready to perform entry-level college coursework; and~~

~~6. To prepare students for success in entry-level college courses.~~

~~A course must be provided on the campus of the high school offering the course or through distance learning or as an online course provided through the institution of higher education with which the district partners.~~

~~*Faculty*~~

~~Appropriate faculty of each high school offering courses and appropriate faculty of each institution of higher education with which the district partners shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.~~

~~*Notice*~~

~~Each district shall provide a notice to each eligible student and the student's parent or guardian regarding the benefits of enrolling in a course.~~

~~Credit Earned~~

~~A student who successfully completes an English language arts course may use the credit earned toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Education Code 28.025(b-1)(1). A student who successfully completes a mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Education Code 28.025 after completion of the mathematics curriculum requirements for~~

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~~the foundation high school program under Education Code 28.025(b-1)(2).~~

~~*Dual Credit*~~

~~A course may be offered for dual credit at the discretion of the institution of higher education with which a district partners.~~

~~*Instructional Materials*~~

~~Each district, in consultation with the institution of higher education with which the district partners, shall develop or purchase instructional materials for a course consistent with Education Code Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices.~~

~~*Education Code 28.014*~~

Security and Confidentiality

All assessment instruments included in the student assessment program are considered secure, and the contents of these tests, including student information used or obtained in their administration, are confidential.

Districts and campuses and the superintendent and campus principals in each district and campus shall:

1. Implement and ensure compliance with state test administration procedures and training activities;
2. Notify TEA as soon as the district becomes aware of any alleged or suspected violation of the security or confidential integrity of a test [see Violations, below];
3. Report all confirmed testing violations to TEA within ten working days of the district becoming aware of the violation in accordance with the reporting process stipulated in the test administration materials;
4. Ensure that the only individuals with access to secure test materials are district employees who have:
    a. Met the requirements to participate in the student assessment program;
    b. Received training in test security and test administration procedures; and
    c. Signed an oath affirming they understand their obligation to maintain and preserve the security and confidentiality of all state assessments and student information, acknowledge their responsibility to report any suspected testing violation, and are aware of the range of penalties

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that may result from a violation of test security and confidentiality or a departure from test administration procedures; and

5. Ensure the security of the test materials as required by 19 Administrative Code 101.3031(a)(2)(E).

19 TAC 101.3031(a)(1)–(2)

Violations

Violations of the security and confidential integrity of a test include:

1. Directly or indirectly assisting students with responses to test questions;
2. Tampering with student responses;
3. Falsifying holistic ratings or student responses;
4. Viewing secure test content before, during, or after an administration unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
5. Discussing or disclosing secure test content or student responses;
6. Scoring students' tests, either formally or informally;
7. Duplicating, recording, or electronically capturing confidential test content unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
8. Responding to secure test questions;
9. Fraudulently exempting or preventing a student from participating in the administration of a required state assessment;
10. Receiving or providing unallowable assistance during calibration activities (e.g., taking notes, providing answer sheets, or sharing answers);
11. Encouraging or assisting an individual to engage in the conduct described above or in any other serious violation of security and confidentiality;
12. Failing to report to an appropriate authority that an individual has engaged or is suspected of engaging in the above conduct or in any other serious violation of security and confidentiality under this provision;
13. Failing to implement sufficient procedures to prevent student cheating; and

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14. Failing to implement sufficient procedures to prevent alteration of test documents by anyone other than the student.

Consequences

If a district determines that a student has cheated or attempted to cheat on a state assessment either by providing or receiving direct assistance, the district shall invalidate the student's test results.

Any violation of test security or confidential integrity may result in TEA:

1. Invalidating student test results;
2. Referring certified educators to the State Board for Educator Certification (SBEC) for sanctions in accordance with 19 Administrative Code Chapter 247 (Educators' Code of Ethics) and Chapter 249 (Disciplinary Proceedings, Sanctions, and Contested Cases); and
3. Lowering the district's accreditation status or a district's or campus's accountability rating in accordance with Education Code 39.003(d), or appointment of a monitor, conservator, or management team to the district in accordance with Education Code Chapter 39A.

Test Administration Procedures

Test administration procedures shall be delineated in the test administration materials provided to districts annually. Districts must comply with all of the applicable requirements specified in the test administration materials.

Districts shall ensure that test coordinators and administrators receive training to ensure that testing personnel have the necessary skills and knowledge required to administer assessment instruments in a valid, standardized, and secure manner.

Records Retention

As part of test administration procedures, the commissioner shall require districts to maintain records related to the security of assessment instruments for five years.

19 TAC 101.3031(a)(3)–(d)

Disciplinary Action and Penalties

SBEC may take disciplinary action against a person who has violated the security or integrity of any assessment required by Education Code Chapter 39, Subchapter B or has committed an act that is a departure from the test administration procedures established by the commissioner under 19 Administrative Code Chapter 101.

The superintendent and campus principal must develop procedures to ensure the security and confidentiality of the tests and will be responsible for notifying TEA in writing of conduct that violates

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the security or confidentiality of a test. Failure to report can subject the person responsible to the applicable penalties.

19 TAC 249.15(a)–(b), (g)(8)

Minimize Disruptions

In implementing the commissioner's procedures for the administration of assessment instruments adopted or developed under Education Code 39.023, including procedures designed to ensure the security of the assessment, a district shall minimize disruptions to school operations and the classroom environment. *Education Code 39.0301(a-1)*

Confidentiality of Results

Individual student performance results are confidential and may be released only in accordance with the Family Educational Rights and Privacy Act of 1974. *Education Code 39.030(b)* [See FL and GBA]

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General Eligibility

A board or its designee shall admit into the public schools of a district free of tuition all persons who are over five and younger than 21 years of age on September 1 of any school year in which admission is sought, and may admit a person who is at least 21 and under 26 for the purpose of completing the requirements for a high school diploma, if any of the following conditions exist:

Student and Parent

The person and either parent reside in the district.

Conservator

The person does not reside in the district, but one of the parents resides in the district and that parent is a joint managing conservator or the sole managing conservator or possessory conservator of the person.

Guardian or Person Having Lawful Control

The person and his or her guardian or other person having lawful control under an order of a court reside in the district.

Students Living Separate and Apart

The person is under the age of 18 and has established a separate residence in the district apart from his or her parent, guardian, or other person having lawful control under an order of a court and has established that the person's presence in the district is not for the primary purpose of participation in extracurricular activities. A board is not required to admit such person, however, if the person has:

1. Engaged in conduct that resulted in removal to a disciplinary alternative education program or expulsion within the preceding year;
2. Engaged in delinquent conduct or "conduct in need of supervision" and is on probation or other conditional release for that conduct; or
3. Been convicted of a criminal offense and is on probation or other conditional release.

Education Code 25.001(a)–(b), (d)

Students Who Are Homeless

The person is homeless. [See also FDC]

1. "Child who is homeless," "person who is homeless," and "student who is homeless" have the meaning assigned to the term homeless children and youths under the McKinney-Vento Homeless Assistance Act.
2. "Homeless children" under the McKinney-Vento Homeless Assistance Act, means children or youths who lack a fixed, regular, and adequate nighttime residence; and includes:

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a. Children who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

b. Children who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

c. Children who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

d. Migratory children living in circumstances described above. "Migratory child" means a child who made a qualifying move in the preceding 36 months:

(1) As a migratory agricultural worker or a migratory fisher; or

(2) With, or to join, a parent or spouse who is a migratory agricultural worker or a migratory fisher. [See EEB]

Education Code 5.001(1-a), 25.001(b)(5); 20 U.S.C. 6399; 42 U.S.C. 11434a(2)

[For information regarding the transfer of records and other transition requirements for a student who is homeless, see FFC.]

Foreign Exchange Students

The person is a foreign exchange student placed with a host family that resides in the district by a nationally recognized foreign exchange program, unless the district has applied for and been granted a waiver by the commissioner of education because:

1. This requirement would impose a financial or staffing hardship on the district;

2. The admission would diminish the district's ability to provide high-quality education services for the district's domestic students; or

3. The admission would require domestic students to compete with foreign exchange students for educational resources.

Education Code 25.001(b)(6), (e)

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Students in Residential Facility	The person resides at a residential facility, as defined in Education Code 5.001, located in the district. For purposes of enrollment, a person who resides in a residential facility is considered a resident of the district in which the facility is located. *Education Code 25.001(b)(7), 29.012(c)*
Students Over 18	The person resides in the district and is 18 or older or the person's disabilities of minority have been removed. *Education Code 25.001(b)(8)*
Resident Grandparent	The person does not reside in the district but the grandparent of the person: 1. Resides in the district; and 2. Provides a substantial amount of after-school care for the person as determined by the board. *Education Code 25.001(b)(9)*
Residence Homestead	The person and either parent of the person reside in a residence homestead, as defined by Tax Code 11.13(j), that is located on a parcel of property any part of which is located in the district. *Education Code 25.001(b)(10)*
Proof of Eligibility	A district may require evidence that a person is eligible to attend the public schools of the district at the time it considers an application for admission of the person. A board or its designee shall establish minimum proof of residency acceptable to a district. A board or its designee may make reasonable inquiries to verify a person's eligibility for admission. When admission is sought under the provision at Students Living Separate and Apart above, a board shall determine whether an applicant qualifies as a resident of a district and may adopt reasonable guidelines for making that determination as necessary to protect the best interest of students. *Education Code 25.001(c), (d)*
"Residence" Defined	"Residence" requires living in the district and having the present intention to remain there. *Martinez v. Bynum, 461 U.S. 321 (1983*) A district may withdraw any student who ceases to be a resident. *Daniels v. Morris, 746 F.2d 271 (5th Cir. 1984)*
Active-Duty Parent	A person whose parent or guardian is an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, may establish residency for purposes of eligibility of admission by providing to the district a copy of a military order requiring the parent's or guardian's transfer to a military installation in or adjacent to the district 's attendance zone. *Education Code 25.001(c-1)*

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A person who establishes residency under Education Code 25.001(c-1) shall provide to the district proof of residence in the district's attendance zone not later than the tenth day after the arrival date specified in the military order. For purposes of this provision, "residence" includes residence in a military temporary lodging facility. *Education Code 25.001(c-2)*

Immigration Status

Denying enrollment based upon immigration status to children who are not legally admitted into the United States violates the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution. *Plyler v. Doe, 457 U.S. 202 (1982)*

High School Equivalency Certificate

A student who has received a high school equivalency certificate is entitled to enroll in a public school in the same manner as any other student who has not received a high school diploma. *Education Code 29.087(h)*

Substitute for Parent or Guardian

A board by policy may allow a person showing evidence of legal responsibility for a child other than an order of a court to substitute for a guardian or other person having lawful control of the child under court order. *Education Code 25.001(j)*

Authorization Agreement

"Adult caregiver" means an adult person whom a parent has authorized to provide temporary care for a child under Family Code Chapter 34. *Family Code 34.0015(1)*

A parent, as defined in Family Code 101.024, or both parents of a child may enter into an authorization agreement with an adult caregiver to authorize the adult caregiver to perform acts described in Family Code 34.002 in regard to the child, such as:

1. Authorizing medical, dental, psychological, or surgical treatment and immunization of the child, including executing any consents or authorizations for the release of information as required by law relating to the treatment or immunization;
2. Enrolling the child in the district; and
3. Authorizing the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities.

Family Code 34.002

A parent may enter into an authorization agreement with an adult caregiver with whom a child is placed under a parental child safety placement agreement approved by the Department of Family and Protective Services (DFPS) to allow the person to perform the acts described above with regard to the child during an investigation of

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abuse or neglect or while the department is providing services to the parent. *Family Code 34.0021*

The authorization agreement must conform to the requirements of Family Code Chapter 34.

A child who is the subject of an authorization agreement is not considered to be placed in foster care and the parties to the agreement are not subject to any law or rule governing foster care providers. *Family Code 34.0022(b)*

An authorization agreement does not affect the rights of the child's parent or legal guardian regarding the care, custody, and control of the child, and does not mean that the adult caregiver has legal custody of the child. *Family Code 34.007(b)*

Only one authorization agreement may be in effect for a child at any time. Execution of a subsequent authorization agreement does not by itself supersede, invalidate, or terminate a prior authorization agreement. An authorization agreement is void if it is executed while a prior authorization agreement remains in effect. *Family Code 34.002(d), .008(f)*

An authorization agreement is for a term of six months and renews automatically for six-month terms unless an earlier expiration date is stated in the agreement, the agreement is terminated under Family Code 34.008, or a court authorizes continuation. *Family Code 34.0075*

Immunity

A person who is not a party to the authorization agreement who relies in good faith on the authorization agreement, without actual knowledge that the authorization agreement is void, revoked, or invalid, is not subject to civil or criminal liability to any person, and is not subject to professional disciplinary action, for that reliance if the agreement is completed as required by Family Code Chapter 34. *Family Code 34.007(a)*

Note: The Authorization Agreement for Nonparent Relative (PDF)[1] is available on the DFPS website.

Temporary Authorization for Care

A person eligible to consent to treatment of a child under Family Code 32.001 or a person eligible to enter an authorization agreement [see Authorization Agreement, above] may seek a court order for temporary authorization for care of a child by filing a petition in the district court in the county in which the person resides if:

1. The child has resided with the person for at least the 30 days preceding the date the petition was filed; and

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2. The person does not have an authorization agreement or other signed, written documentation from a parent, conservator, or guardian that enables the person to provide necessary care for the child.

Family Code 35.001–.002

The order may authorize the petitioner to, among other things:

1. Consent to medical, dental, psychological, and surgical treatment and immunization of the child;
2. Enroll the child in the district; and
3. Authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities.

A temporary authorization order does not affect the rights of the child's parent, conservator, or guardian regarding the care, custody, and control of the child, and does not establish legal custody of the child. *Family Code 35.007(b)*

Immunity

A person who relies in good faith on a temporary authorization order is not subject to civil or criminal liability to any person, or to professional disciplinary action. *Family Code 35.007(a)*

Students in Foster Care

A child placed in foster care by an agency of the state or a political subdivision shall be permitted to attend schools in the district in which the foster parents reside free of any charge to the foster parents or to the agency. A durational residence requirement may not be used to prohibit that child from fully participating in any activity sponsored by a district. *Education Code 25.001(f)*

A student who was enrolled in a primary or secondary public school before the student entered the conservatorship of DFPS and who is placed at a residence outside the attendance area for a school or outside a district is entitled to continue to attend the school in which the student was enrolled immediately before entering conservatorship until the student successfully completes the highest grade level offered by the school at the time of placement without payment of tuition. The student is entitled to continue to attend the school regardless of whether the student remains in the conservatorship of DFPS for the duration of the student's enrollment in the school. *Education Code 25.001(g)*

If a student who is in the conservatorship of DFPS is enrolled in a primary or secondary public school, other than the school in which the student was enrolled at the time the student was placed in the

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conservatorship of DFPS, the student is entitled to continue to attend that school without payment of tuition until the student successfully completes the highest grade level offered by the school at the time of enrollment in the school, even if the child's placement is changed to a residence outside the attendance area for that school or outside the district. The student is entitled to continue to attend the school regardless of whether the student remains in the conservatorship of DFPS for the duration of the student's enrollment in the school. *Education Code 25.001(g-1)*

A written case plan for any child in foster care under the responsibility of the state must include a plan for ensuring the educational stability of the child while in foster care, including:

1. Assurances that each placement of the child in foster care takes into account the appropriateness of the current educational setting and the proximity to the school in which the child in enrolled at the time of placement; and

2. An assurance that the appropriate state agency has coordinated with a district to ensure that the child remains in the school in which the child is enrolled at the time of each placement; or if remaining in that school is not in the best interests of the child, assurances by the state agency and the district to provide immediate and appropriate enrollment in a new school, with all of the educational records of the child provided to the school.

42 U.S.C. 675(1)(G), 675a [See CNA]

[For information regarding the transfer of records and other transition requirements for a student who is in substitute care, see FFC.]

Transfers from Other States

A district shall charge tuition for a student who resides in a residential facility and whose maintenance or expenses are paid in whole or in part by another state or the United States. Any such tuition charge must be submitted to the commissioner for approval. The attendance of students admitted under this provision shall not be counted for purposes of allocating state funds to a district. *Education Code 25.003*

Students Holding F-1 Student Visas

If a student is required, as a condition of obtaining or holding the appropriate U.S. student visa, to pay tuition to the district that the student attends to cover the cost of the student's education provided by the district, the district shall accept tuition for the student in an amount equal to the full unsubsidized per capita cost of providing the student's education for the period of the student's attendance at school in the district.

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The commissioner shall develop guidelines for determining the amount of the full unsubsidized per capita cost of providing a student's education. A district may not accept tuition in an amount greater than the amount computed under the commissioner's guidelines unless the commissioner approves a greater amount as a more accurate reflection of the cost of education to be provided by the district.

The attendance of a student for whom a district accepts tuition is not counted for purposes of allocating state funds to the district.

Education Code 25.0031

Note: Enrolling students with F-1 visas is optional. If the district is interested in enrolling students with F-1 visas, it must comply with the federal Student and Exchange Visitor Program[2] (SEVP) under the Department of Homeland Security.

Texas Juvenile Justice Department

A school-age child of an employee of the Texas Juvenile Justice Department (TJJD) residing in an adjacent district may attend school in a district free of charge to his or her parents or guardian. Any tuition required by the admitting district shall be paid by the district from which the student transfers out of any funds appropriated to the TJJD facility. *Education Code 25.042*

Enrollment

A child must be enrolled by the child's parent, guardian, or other person with legal control under a court order. A district shall record the name, address, and date of birth of the person enrolling the child. *Education Code 25.002(f)*

Legal Surname

A student must be identified by the student's legal surname as it appears on the student's birth certificate or other document suitable as proof of the student's identity, or in a court order changing the student's name. *Education Code 25.0021*

Required Documentation

If a parent or other person with legal control of a child enrolls the child in a ~~district~~**public** school, the parent or other person, or the district in which the child most recently attended school, shall furnish to the district all of the following:

1. The child's birth certificate, or another document suitable as proof of the child's identity~~ as defined by the commissioner in the *Student Attendance Accounting Handbook*~~.

2. A copy of the child's records from the school the child most recently attended if he or she was previously enrolled in a school in Texas or in another state.

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3. A record showing that the child has the immunizations required by Education Code 38.001, proof that the child is not required to be immunized, or proof that the child is entitled to provisional admission. [See FFAB]

~~Students shall not be denied enrollment or be removed solely because they fail to provide the documentation required in items 1 and 2, above.~~

Education Code 25.002(a~~); 19 TAC 129.1(a)–(b)~~)

A district must furnish information under items 1 and 2 not later than the tenth working day after the date the district receives a request for the information.

A parent or other person with legal control of a child under a court order must furnish information under items 1 and 2 not later than the 30th day after the date a child is enrolled in a public school.

If a parent or other person with legal control of a child under a court order requests that a district transfer a child's student records, the district to which the request is made shall notify the parent or other person as soon as practicable that the parent or other person may request and receive an unofficial copy of the records for delivery in person to a school in another district.

Education Code 25.002(a-1)

Residential Facility

Except for a juvenile pre-adjudication secure detention facility or a juvenile post-adjudication secure correctional facility, a residential facility shall provide to a district that provides educational services to a student placed in the facility any information retained by the facility relating to:

1. The student's school records, including records regarding special education eligibility or services, behavioral intervention plans, school-related disciplinary actions, and other documents related to the student's educational needs;

2. Any other behavioral history information regarding the student that is not confidential under another law; and

3. The student's record of convictions or the student's probation, community supervision or parole status, as provided to the facility, if necessary to provide education services to the student.

Education Code 29.012(f), (g)

Summer School Enrollment

A district shall permit a person who is eligible under Education Code 25.001 [see General Eligibility, above] to attend school in the

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district but who is not enrolled in school in the district to enroll in a district summer school course on the same basis as a district student, including satisfaction of any course eligibility requirement and payment of any fee authorized under Education Code 11.158 [see FP] that is charged in connection with the course.

This requirement does not apply to enrollment in a Summer Intensive Mathematics Instruction Program under Education Code 29.088, a Summer Intensive Science Instruction Program under Education Code 29.090, or in a similar intensive program.

Education Code 25.008

Enrollment in Prekindergarten and Kindergarten

A parent or guardian may elect for a student to enroll in prekindergarten, if the student would have been eligible to enroll in prekindergarten during the previous school year under Education Code 29.153(b) [see EHBG] and the student has not yet enrolled in kindergarten, or enroll in kindergarten, if the student would have been eligible to enroll in kindergarten in the previous school year and has not yet enrolled in first grade. *Education Code 28.02124* [See EIE]

Food Allergy Information

On enrollment, a district shall request, by providing a form or otherwise, that a parent or other person with legal control of the child under a court order disclose whether the child has a food allergy or a severe food allergy that, in the judgment of the parent or other person with legal control, should be disclosed to the district to enable the district to take any necessary precautions regarding the child's safety [see FB and FFAF]; and specify the food to which the child is allergic and the nature of the allergic reaction.

The district shall maintain the confidentiality of the provided information, and may disclose the information to teachers, school counselors, school nurses, and other appropriate school personnel only to the extent consistent with district policy under Education Code 38.009 and permissible under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232g. [See FL]

"Severe food allergy" means a dangerous or life-threatening reaction of the human body to a food-borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

Education Code 25.0022(a)–(c)

Child in DFPS Possession

A district shall enroll a child without the required documentation if DFPS has taken possession of the child. DFPS shall ensure that the required documentation is furnished to a district not later than the 30th day after the date the child is enrolled. *Education Code 25.002(g)*

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Inconsistent Documentation

If a child is enrolled under a name other than the name that appears in the identifying documents or records, a district shall notify the missing children and missing persons information clearinghouse of the child's name as shown on the identifying records and the name under which the child is enrolled.

Missing Documentation

If the required documents and other records are not furnished to a district within 30 days after enrollment, the district shall notify the police department of the city or the sheriff's department of the county in which the district is located and request a determination of whether the child has been reported as missing.

Education Code 25.002(b)–(c)

Parent Contact Information

The parent of a student enrolled in a district shall provide in writing to the district:

1. On enrollment of the student in the district and not later than two weeks after the beginning of each school year, the parent's address, phone number, and email address; and
2. If the parent's contact information changes during the school year, not later than two weeks after the date the information changes, the parent's updated information.

Education Code 26.0125

Students Under 11

On enrollment of a child under 11 years of age in a school for the first time at the school, the school shall:

1. Request from the person enrolling the child the name of each previous school attended by the child;
2. Request from each school identified in item 1 the school records for the child and, if the person enrolling the child provides copies of previous school records, request verification from the school of the child's name, address, date, and grades and dates attended; and
3. Notify the person enrolling the student that not later than the 30th day after enrollment, or the 90th day if the child was not born in the United States, the person must provide:
   a. A certified copy of the child's birth certificate; or
   b. Other reliable proof of the child's identity and age and a signed statement explaining the person's inability to produce a copy of the child's birth certificate.

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If a person enrolls a child under 11 years of age in school and does not provide the valid prior school information or documentation required, the school shall notify the appropriate law enforcement agency before the 31st day after the person fails to comply.

Code of Criminal Procedure 63.019

False Information

When accepting a child for enrollment, a district shall inform the parent or other person enrolling the child that presenting a false document or false records in connection with enrollment is a criminal offense under Penal Code 37.10 (Tampering with Governmental Records) and that enrolling the child under false documents makes the person liable for tuition or other costs as provided below. *Education Code 25.002(d)*

In addition to the penalty under Penal Code 37.10, a person who knowingly falsifies information on a form required for a student's enrollment in a district is liable to the district if the student is not eligible for enrollment~~,~~ but is enrolled on the basis of false information. For the period during which the ineligible student is enrolled, the person is liable for the maximum tuition fee a district may charge [see FDA] or the amount a district has budgeted per student as maintenance and operating expense, whichever is greater. *Education Code 25.001(h)*

A district may include on its enrollment form notice of the legal penalties and liability for falsifying information on the form. *Education Code 25.001(i)*

Placement of Transfers

Credits and Records

A district shall accept all credits earned toward state graduation requirements by students in accredited Texas school districts, including credits earned in accredited summer school programs. Credits earned in local credit courses may be transferred at a district's discretion. Transfer students shall not be prohibited from attending school pending receipt of transcripts or academic records from the district the student previously attended. *19 TAC 74.26(a)(1)*

A district shall grant a student credit toward the academic course requirements for high school graduation for courses the student successfully completes in TJJD educational programs. *Education Code 30.104(a)*

Each district shall consider course credit earned by a student while in a juvenile justice alternative education program as credit earned in a district school. *Education Code 37.011(d)*

Nonpublic Schools

Records and transcripts of students from Texas nonpublic schools or from out of state or out of the country (including foreign exchange students) shall be evaluated, and students shall be placed promptly in appropriate classes. A district may use a wide variety of

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methods to verify the content of courses for which a transfer student has earned credit. *19 TAC 74.26(a)(2)*

[For information regarding educational placement of students who are homeless or in substitute care, see FFC.]

Foundation School Program

A person is entitled to the benefits of the available school fund for a school year if:

1. On September 1 of the year, the person:
   a. Is at least five years of age and under 21 years of age, and has not graduated from high school;
   b. Is at least 21 years of age and under 26 years of age and is admitted by a school district to complete the requirements for a high school diploma; or
   c. Is at least 18 years of age and under 50 years of age and is enrolled in an adult education program provided under the adult high school charter school program under Education Code Chapter 12, Subchapter G.
2. The person is enrolled in prekindergarten under Education Code 29.153 [see EHBG].
3. The person is younger than five years of age and performs satisfactorily on the state assessment instrument administered to third graders and a district has adopted a policy to admit students younger than five years of age.
4. The person is enrolled in the first grade and is at least six years of age at the beginning of the current school year or has been enrolled in the first grade, or has completed kindergarten, in the public schools of another state before transferring to a Texas public school.

Education Code 25.001(a), 48.003

Screening

The principal of each district school shall ensure that each student admitted to that school has complied with requirements for screening of special senses and communication disorders, spinal screening, and a risk assessment for Type 2 diabetes, or has submitted an affidavit of exemption. *Health and Safety Code 36.005, 37.002, 95.003(c)* [See FFAA]

Pest Control Information

Chief administrators or the integrated pest management (IPM) coordinators of schools must notify the parents or guardians of children attending the facility in writing that pesticides are periodically applied indoors and outdoors, and that information on the times

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and types of applications and prior notification is available upon request. Such notification must be made at the time of the students' registration. Telephonic, written, or electronic notification of planned applications will meet the notification requirements. *4 TAC 7.148(c); Occupations Code 1951.455(b)* [See CLB]

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[1] Authorization Agreement for Nonparent Relative (PDF): https://www.dfps.state.tx.us/Application/Forms/showFile.aspx?NAME=2638.pdf
[2] Student and Exchange Visitor Program: https://www.ice.gov/sevis

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Agreement Between Districts

~~A board~~ **The boards of two or more adjoining school districts or the boards of county school trustees of two or more adjoining counties** may, by ~~means of a mutual~~ agreement **and in accordance** with ~~the board of an adjoining district,~~ **Education Code 25.032–.034, arrange for the** transfer **and assignment of** any student ~~to~~**from** the jurisdiction of ~~that adjoining district. All transfers~~**one board to that of another. In the case of the transfer and assignment of a student under this provision, the participating governing boards** shall ~~be made pursuant to the requirements of Education Code 25.032–.034. The board, together with the board of the adjoining district, shall~~**also** agree to the transfer of school funds **or other payments** proportionate to the transfer of attendance ~~when such interdistrict transfers are made~~. *Education Code 25.035*

Initiated by Student or Parent

Any student, other than a high school graduate, who is under 21 years of age and eligible for enrollment on September 1, may transfer to another Texas district, provided that both the receiving district and the applicant's parent, guardian, or person having lawful control agree in writing to the transfer. *Education Code 25.036* [See also FD]

Transfer to a District Offering In-Person Instruction

If a district provides notice to the parent or person standing in parental relation to a student enrolled in the district of the district's intent to offer only virtual instruction for more than one grading period during a school year, the student may transfer for that school year to another district that offers in-person instruction during that school year and accepts the student's transfer.

"Virtual instruction" means instructional activities delivered to students primarily over the internet.

A student who transfers to another school district under this section may not be charged tuition. The student is included in the average daily attendance of the district in which the student attends school.

Education Code 25.045

Basis for Transfer

A board or its designee must make transfer decisions on an individual basis and may not consider as a factor in arriving at any decision regarding assignments any matter relating to the national origin of the student or the student's ancestral language. *Education Code 25.032* [See FDAA]

Transportation

A board may establish and operate an economical public school transportation system outside the district if students enrolled in the district reside outside the district and the district meets the requirements of Education Code 34.007(a)(3) [see CNA]. *Education Code 34.007(a)*

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Funding for Transfers

Upon the filing and certification of any transfer, the state per capita apportionment shall transfer with the student. For purposes of computing state allotments to districts eligible under the Foundation School Program, the student's attendance prior to the date of transfer shall be counted by the sending district and the student's attendance after transfer shall be counted by the receiving district. *Education Code 25.037*

~~**Other Transfers**~~

~~Contracts for Education Outside District~~

~~* A district may contract with one or more accredited districts to educate students whose grades are not taught in the district. [See Tuition, below] *Education Code 25.039*~~

~~* (Optional provision, applies only to districts that are not kindergarten–grade 12)~~

Credits and Records

Credits earned in local credit courses may be transferred at the enrolling district's discretion. Transfer students shall not be prohibited from attending school pending receipt of transcripts or academic records from the district the student previously attended. *19 TAC 74.26(a)(1)*

Nonpublic Schools

Records and transcripts of students from Texas nonpublic schools or from out of state or out of the country (including foreign exchange students) shall be evaluated, and students shall be placed promptly in appropriate classes. A district may use a wide variety of methods to verify the content of courses for which a transfer student has earned credit. *19 TAC 74.26(a)(2)*

Tuition Fee for Transfer Students

A receiving district may charge a tuition fee to the extent that the district's actual expenditure per student in average daily attendance exceeds the sum of state available school fund apportionment benefits transferred under Education Code 25.037. However, unless a tuition fee is prescribed and set out in a transfer agreement prior to its execution by the parties, no increase in tuition charge shall be made for the year of that transfer that exceeds the tuition charge, if any, of the preceding school year. *Education Code 25.038*

Transfers to Adjoining States

Note: **The following provision applies to a district located on the border of an adjoining state.**

Any student who would be entitled to attend the public school of any district situated on the border of Louisiana, Arkansas, Oklahoma, or New Mexico and who may find it more convenient to attend the public school in a district in one of those contiguous states, may have the state and county per capita apportionment of the available school funds paid to the school district of the contiguous state and may have additional tuition, if necessary, paid by the

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district of residence on such terms as may be agreed upon by the trustees of the receiving district and the trustees of the residence district. *Education Code 25.040*

~~** (Optional provision, restricted to districts located on the border of an adjoining state)~~

~~TuitionA receiving district may charge a tuition fee to the extent that the district's actual expenditure per student in average daily attendance exceeds the sum of state available school fund apportionment benefits transferred under Education Code 25.037. However, unless a tuition fee is prescribed and set out in a transfer agreement prior to its execution by the parties, no increase in tuition charge shall be made for the year of that transfer that exceeds the tuition charge, if any, of the preceding school year. *Education Code 25.038*~~

~~Tuition~~Contracts for Education Outside ~~District~~Districts

Note: **The following section applies only to districts that do not offer all grades, kindergarten–grade 12.**

A district that does not offer each grade, kindergarten–grade 12, **may provide by contract for students residing in the district who are at grade levels not offered by the district to be educated at those grade levels in one or more other districts. In each contract, the districts also shall agree to the transfer of school funds or other payments proportionate to the transfer of attendance.**

Tuition

The district in which the students reside shall pay tuition to any ~~accredited~~ district with which it has a contract ~~to educate~~**under this section for each of its** students **attending school** in ~~grades not taught in the home~~**that** district~~. If~~ **at** a **grade level for which the** district has contracted ~~for students to attend another district(s), it shall not be~~**. The amount of the tuition paid may not exceed the greater of the amount provided for by Education Code 25.038 [see above], or an amount specified by commissioner rule [see below].**

A district is not required to pay tuition to any district with which it has not contracted~~.~~ **for the attendance by any of its students at a grade level for which it has contracted under this provision with another district.**

A contract under this ~~section~~**provision** may not be for a period exceeding five years.

Education Code 25.039

~~The amount of tuition paid may not exceed the greater of:~~

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~~1. The amount by which a district's actual expenditure per student in average daily attendance exceeds the sum the district receives from state aid sources, as provided by Education Code 25.037. However, a district may not charge more than the tuition charge for the preceding school year unless a tuition fee is set out in a transfer agreement; or~~

~~2. The calculated tuition limit specified by commissioner's rule.~~

Definitions

"Home district" means a district of residence of a transferring student.

"Receiving district" means a district to which a student is transferring for the purpose of obtaining an education.

"Tuition" means an amount charged to the home district **by the receiving district to educate the transfer student.**

Tuition Allotment of the Home District

~~Under the commissioner's rule, tuition~~ **For the purposes of calculating the tuition allotment of the home district as authorized by Education Code 48.154, the amount of tuition that may be attributed to a home district** for a transfer student in payment for that student's education may not exceed ~~the~~**an amount per enrollee calculated for each** receiving ~~district's calculated tuition limit.~~**district.** The calculated ~~tuition~~ limit applies only to tuition paid to a receiving district for the education of a student at a grade level not offered in the home district. **Tuition may be set at a rate higher than the calculated limit if both districts enter a written agreement, but the calculated tuition limit will be used in the calculation of the tuition allotment for the home district. The calculation will use the most currently available data in an ongoing school year to determine the limit that applies to the subsequent school year. For purposes of this provision, the number of students enrolled in a district will be appropriately adjusted to account for students ineligible for the Foundation School Program funding and those eligible for half-day attendance.**

Calculated Tuition Limit

The calculated tuition limit is the sum of the excess maintenance and operations (M&O) revenue per enrollee and the excess debt revenue per enrollee**,** as calculated in ~~accordance with~~ 19 Administrative Code 61.1012(b~~).~~**)(2)–(3).**

~~*Education Code 25.038, .039;*~~

Notification and Appeal Process

In the spring of each school year, the commissioner will provide each district with its calculated tuition limit and a worksheet with a description of the derivation process. A district may appeal to the commissioner if it can provide evidence

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that the use of projected student counts from the LPE in making the calculation is so inaccurate as to result in an inappropriately low authorized tuition charge and undue financial hardship. A district that used significant nontax sources to make any of its debt service payments during the base year for the computation may appeal to the commissioner to use projections of its tax collections for the year for which the tuition limit will apply. The commissioner's decision regarding an appeal is final.

19 TAC 61.1012

~~Credits and Records~~

~~Credits earned in local credit courses may be transferred at the enrolling district's discretion. Transfer students shall not be prohibited from attending school pending receipt of transcripts or academic records from the district the student previously attended. *19 TAC 74.26(a)(1)*~~

~~Nonpublic Schools~~

~~Records and transcripts of students from Texas nonpublic schools or from out of state or out of the country (including foreign exchange students) shall be evaluated, and students shall be placed promptly in appropriate classes. A district may use a wide variety of methods to verify the content of courses for which a transfer student has earned credit. *19 TAC 74.26(a)(2)*~~

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Note: **For more information regarding support services for students experiencing homelessness, including provisions regarding district liaisons and transition services, see FFC.**

Children Who Are Homeless

As a condition of receiving funds under the McKinney-Vento Homeless Assistance Act (McKinney-Vento Act), a district serving children who are homeless shall, according to the child's best interest:

1. Continue the child's education in the school of origin for the duration of homelessness:

   a. If the child's family becomes homeless between academic years or during an academic year; and

   b. For the remainder of the academic year, if the child becomes permanently housed during an academic year; or

2. Enroll the child in any school that nonhomeless students who live in the attendance area in which the child is actually living are eligible to attend.

42 U.S.C. 11432(g)(3)(A) [For definition of "children who are homeless," see FD]

Definitions

Unaccompanied Youth

"Unaccompanied youth" includes a child who is homeless or youth not in the physical custody of a parent or guardian. *42 U.S.C. 11434A*

Enrollment

"Enroll" and "enrollment" include attending classes and participating fully in school activities.

School of Origin

"School of origin" means the school that the child attended when permanently housed or the school in which the child was last enrolled, including a preschool.

When the child completes the final grade level served by the school of origin, the term "school of origin" shall include the designated receiving school at the next grade level for all feeder schools.

42 U.S.C. 11432(g)(3)(I)

School Stability

In determining the best interest of a child who is homeless, a district shall:

1. Presume that keeping the child in the school of origin is in the child's best interest, except when doing so is contrary to the request of the child's parent or guardian, or (in the case of an unaccompanied youth) the youth;

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2. Consider student-centered factors related to the child's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of children who are homeless, giving priority to the request of the child's parent or guardian or the unaccompanied youth;

3. If, after conducting the best interest determination based on consideration of the presumption in item 1 above and the student-centered factors in item 2 above, the district determines that it is not in the child's best interest to attend the school of origin or the school requested by the parent or guardian or the unaccompanied youth, provide the parent, guardian, or unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal as set forth at Enrollment Disputes, below; and

4. In the case of an unaccompanied youth, ensure that the homeless liaison [see FFC] assists in placement and enrollment decisions under these provisions, gives priority to the views of such unaccompanied youth, and provides the notice to such youth of the right to appeal as set forth at Enrollment Disputes, below.

42 U.S.C. 11432(g)(3)(B)

Contact Information

A district may require the parent or guardian of a child who is homeless to submit contact information. *42 U.S.C. 11432(g)(3)(H)*

Immediate Enrollment

The school selected in accordance with these provisions shall immediately enroll a child who is homeless, even if the child:

1. Is unable to produce records normally required for enrollment, such as previous academic record, records of immunization and other required health records, proof of residency, or other document; or

2. Has missed application or enrollment deadlines during any period of homelessness.

42 U.S.C. 11432(g)(3)(C)

Enrollment Disputes

If a dispute arises over eligibility, or school selection or enrollment in a school:

1. The child shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals;

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2. The parent or guardian of the child or an unaccompanied youth shall be provided with a written explanation of any decisions related to school selection or enrollment made by the district, including the rights of the parent, guardian, or unaccompanied youth to appeal such decisions.

3. The parent, guardian, or unaccompanied youth shall be referred to the homeless liaison [see FFC], who shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute; and

4. In the case of an unaccompanied youth, the liaison shall ensure that the youth is immediately enrolled in the school in which the youth seeks enrollment pending resolution of such dispute.

42 U.S.C. 11432(g)(3)(E) [See FNG]

School Placement

As a condition of receiving funds under the McKinney-Vento Act, TEA shall submit to the U.S. Secretary of Education a plan that includes assurances that a district will adopt policies and practices to ensure that children who are homeless are not stigmatized or segregated on the basis of their status as homeless. *42 U.S.C. 11432(g)(1)(J)(i)*

The choice regarding placement shall be made regardless of whether the child lives with the parents who are homeless or has been temporarily placed elsewhere. *42 U.S.C. 11432(g)(3)(F)*

Records

Academic

The enrolling school shall immediately contact the school last attended by the child to obtain relevant academic and other records. *42 U.S.C. 11432(g)(3)(C)(ii)*

Health

If the child needs to obtain immunizations or other required health records, the enrolling school shall immediately refer the child's parent or guardian or an unaccompanied youth to the district homeless liaison [see FFC] who shall assist in obtaining necessary immunizations or screenings, or immunization or other required health records. [See also FFAB] *42 U.S.C. 11432(g)(3)(C)(iii)*

Maintenance

Any record ordinarily kept by a school, including immunization or other required health records, academic records, birth certificates, guardianship records, and evaluation for special services or programs, regarding each child who is homeless shall be maintained so that the records involved are available, in a timely fashion, when a child enters a new school or district, and in a manner consistent with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) [see FL]. *42 U.S.C. 11432(g)(3)(D)*

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Privacy

Information about the living situation of a child who is homeless shall be treated as a student education record and shall not be deemed to be directory information under FERPA. [See FL] *42 U.S.C. 11432(g)(3)(G)*

Comparable Services

The district shall provide a child who is homeless with services that are comparable to services offered to other students in the school in which the child is enrolled, including:

1. Transportation services;
2. Educational services for which the child meets the eligibility criteria;
3. Programs in career and technical education;
4. Programs for gifted and talented students; and
5. School nutrition programs.

42 U.S.C. 11432(g)(4)

Coordination

A district serving children who are homeless shall coordinate:

1. The provision of services with local social services agencies and other agencies or entities providing services to children who are homeless and their families; and
2. Transportation, transfer of school records, and other interdistrict activities with other local educational agencies.

Housing Assistance

If applicable, a district shall coordinate with state and local housing agencies responsible for developing the comprehensive housing affordability strategy described in the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705), to minimize educational disruption for children who become homeless.

Purpose

The coordination shall be designed to:

1. Ensure that children who are homeless are promptly identified and have access to, and are in reasonable proximity to, available education and related support services; and
2. Raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness.

Children who are Homeless with Disabilities

For children who are to be assisted both under the McKinney-Vento Act and under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), a district shall coordinate provision of services under the McKinney-Vento Act with the provision of programs

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for children with disabilities served by that district and other involved local educational agencies. [See EHBA series]

42 U.S.C. 11432(g)(5)

Barriers to Enrollment

A district shall review and revise any policies that may act as barriers to the identification or enrollment of children who are homeless. A district shall give consideration to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. A district shall give special attention to ensuring the identification, enrollment, and attendance of children who are homeless who are not currently attending school*. 42 U.S.C. 11432(g)(7)*

Website Information on Local Programs

Each campus within a district with 3,000 or more students and located in a county with a population of at least 50,000 that maintains an internet website shall post on the campus website information regarding local programs and services, including charitable programs and services, available to assist students who are homeless.

A campus shall make a good faith effort to compile information and shall post the information compiled in a format and style that is easily understandable by students or parents, as appropriate based on the grade levels the campus offers.

A representative of a local program or service available to assist students who are homeless may request to have information concerning the program or service posted on a campus website. A campus may determine the information that is posted on its website and is not required to post information as requested by the representative.

The district is not liable for any harm to a student that results in connection with a local program or service referred to on the website of a campus.

Education Code 33.906

Other Related Policies:

- AID—Federal Accountability Standards
- CNA—Student Transportation
- EHBD—Federal Title I Programs
- FB—Equal Educational Opportunities
- FD—Admissions

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- FFAB—Immunizations
- FFC—Student Support Services
- FL—Student Records
- FP—Student Fees, Fines, and Charges

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Compulsory Attendance

Students who are at least six years of age, or who have been previously enrolled in first grade, and who have not yet reached their 19th birthday shall attend school for the entire period the program is offered, unless exempted as indicated below. On enrollment in prekindergarten or kindergarten, a student shall attend school. *Education Code 25.085(a)–(c)*

Voluntary Enrollment of Students 19 and Over

A person who voluntarily enrolls in school or voluntarily attends school after the person's 19th birthday shall attend school each school day for the entire period the program of instruction is offered. A board may adopt a policy requiring the student who is under 21 years of age to attend school until the end of the school year.

After the third unexcused absence of a person who voluntarily enrolls, a district shall issue a warning letter to the person that states the person's enrollment may be revoked for the remainder of the school year if the person has more than five unexcused absences in a semester.

A district may revoke for the remainder of the school year the enrollment of a person who has more than five unexcused absences in a semester, except a school district may not revoke the enrollment of a person under this provision on a day on which the person is physically present at school.

A person whose enrollment is revoked for exceeding this limit may be considered an unauthorized person on school grounds for the purposes of Education Code 37.107 regarding trespassing.

As an alternative to revoking a person's enrollment, a school district may impose a behavior improvement plan described by Education Code 25.0915(a-1)(1).

Education Code 25.085(e)–(h)

Accelerated / Compensatory Programs

Unless specifically exempted, a student must also attend:

1. An extended-year program for which the student is eligible that is provided by a district for students identified as likely not to be promoted to the next grade level or tutorial classes required by the district under Education Code 29.084 [see EHBC];

2. An accelerated reading instruction program to which the student has been assigned under Education Code 28.006(g) [see EKC];

3. An accelerated instruction program to which the student is assigned under Education Code 28.0211 [see EIE];

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4. A basic skills program to which the student is assigned under Education Code 29.086 [see EHBC]; or

5. A summer program provided:

   a. To a student placed in in-school suspension or other alternative setting, other than a disciplinary alternative education program (DAEP), who has been offered the opportunity to complete before the beginning of the next school year each course in which the student was enrolled at the time of removal. *Education Code 37.021* [See FO]

   b. To a student removed to a DAEP who has been offered an opportunity to complete coursework~~,~~ before the beginning of the next school year. *Education Code 37.008(l)* [See FOCA]

Education Code 25.085(d)

Additional Instructional Days

Notwithstanding any other provision in Education Code 25.085, a student enrolled in a district is not required to attend school for any additional instructional days described by Education Code 48.0051 [See Incentive for Additional Instructional Days at FEB~~].~~**(LEGAL)].** *Education Code 25.085(i)*

Exemptions

A student is exempt from compulsory attendance requirements under the following statutory provisions.

Equivalency Diploma

A student is exempt from compulsory attendance requirements if the student is at least 17 years of age and has been issued a high school equivalency certificate or diploma.

Private or Home School

A student is exempt from compulsory attendance requirements if the student attends a private or parochial school that includes in its course a study of good citizenship.

A student in a home school shall be exempt from compulsory attendance if he or she is pursuing in good faith a curriculum consisting of books, workbooks, other written materials (including those that appear on an electronic screen of either a computer or video tape monitor), or any combination of these. The curriculum shall be designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship. ~~*TEA*~~***Tex. Educ. Agency** v. Leeper, 893 S.W.2d 432 (Tex. 1994)*

Special Education—Nondistrict Placement

A student is exempt from compulsory attendance requirements if the student is eligible to participate in a district's special education program under Education Code 29.003 and cannot be appropriately served by the resident district.

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Medical Condition	A student is exempt from compulsory attendance requirements if the student has a temporary and remediable physical or mental condition that makes attendance infeasible and the student has a certificate from a qualified physician specifying the temporary condition, indicating the prescribed treatment, and covering the anticipated period of absence for the purpose of receiving and recuperating from remedial treatment.
Expulsion—No JJAEP	A student is exempt from compulsory attendance requirements if the student is expelled in accordance with legal requirements in a district that does not participate in a mandatory juvenile justice alternative education program. [See FOD]
17-Year-Old in GED Course	A student is exempt from compulsory attendance requirements if the student is at least 17 years old, is attending a course of instruction to prepare for the high school equivalency examinations, and: 1. Has the permission of the student's parent or guardian to attend the course; 2. Is required by court order to attend the course; 3. Has established a residence separate and apart from the student's parent, guardian, or other person having lawful control of the student; or 4. Is homeless.
High School Replacement Programs	A student is exempt from compulsory attendance requirements if the student is enrolled in the Texas Academy of Leadership in the Humanities, Texas Academy of Mathematics and Science, or Texas Academy of International Studies.
16-Year-Old in GED Program or Job Corps	A student is exempt from compulsory attendance requirements if the student is at least 16 years old and is attending a course of instruction to prepare for the high school equivalency examinations, if: 1. The student is recommended to take the course by a public agency that has supervision or custody of the student under a court order; or 2. The student is enrolled in a Job Corps training program under the Workforce Investment Act of 1998, 29 U.S.C. 2801. [Note: The Workforce Investment Act of 1998 has been repealed.]
Other Exemption	A student is exempt from compulsory attendance requirements if the student is specifically exempted under another law. *Education Code 25.086*

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Excused Absences for Compulsory Attendance Determinations

Note: **Additional information regarding attendance accounting requirements is found in the Texas Education Agency's (TEA)** *Student Attendance and Accounting Handbook*~~A district shall excuse a student from attending school as required by the following statutory provisions.~~

~~Religious Holy Days~~

.[1]

A district shall excuse a student from attending school for the **following purposes, including travel for those purposes.**~~purpose of observing~~

1. **Observing** religious holy days~~. A student who is observing holy days is allowed up to one day of excused travel for traveling to the site where the student will observe the holy days and up to one day of excused travel for traveling from that site.~~**;**

~~Court Appearances~~

~~A district shall excuse a student from attending school for the purpose of attending a required court appearance. A student who is attending a required court appearance is allowed up to one day of excused travel for traveling to the site where the student will attend the required court appearance and up to one day of excused travel for traveling from that site.~~

~~Citizenship Proceedings~~

2. ~~A district shall excuse a student from attending school for the purpose of appearing~~**Attending a required court appearance;**

~~2.~~**3. Appearing** at a governmental office to complete paperwork required in connection with the student's application for United States citizenship. ~~A student who is appearing at a governmental office to complete such paperwork is allowed up to one day of excused travel for traveling to the site where the student will complete the paperwork and up to one day of excused travel for traveling from that site.~~

~~A district shall excuse a student from attending school for the purpose of taking part in a United States naturalization oath ceremony. A student who is taking part in such a ceremony is allowed up to one day of excused travel for traveling to the site where the student will take part in the ceremony and up to one day of excused travel for traveling from that site.~~

~~Election Clerks~~

~~A district shall excuse a student from attending school for the purpose of serving as an election clerk. A student who is serving as an~~

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~~election clerk is allowed up to one day of excused travel for traveling to the site where the student will serve as an election clerk and up to one day of excused travel for traveling from that site. [See Early Voting Clerks, below]~~

~~Children in Conservatorship of DFPS~~

4. Taking part in a United States naturalization oath ceremony;

5. Serving as an election clerk [see Early Voting Clerks, below]; or

~~3.~~**6.** If a student is in the conservatorship of the Department of Family and Protective Services (DFPS), ~~a district shall excuse the student from attending school for the purpose of~~ participating, as determined and documented by DFPS, in an activity:

a. Ordered by a court under Family Code Chapter 262 or 263, provided that it is not practicable to schedule the participation outside of school hours, or

b. Required under a service plan under Family Code Chapter 263, Subchapter B.

Education Code 25.087(b)(1~~); 19 TAC 129.21(j)(3)~~)

Health-Care Appointments

A district shall excuse a student from attending school for a temporary absence resulting from an appointment with a health-care professional for the student or the student's child if the student commences classes or returns to school on the same day of the appointment. ~~The appointment must be supported by a document such as a note from the health-care professional.~~ "Temporary absence" includes the temporary absence of a student diagnosed with autism spectrum disorder on the day of the student's appointment with a health-care practitioner to receive a generally recognized service for persons with autism spectrum disorder, including applied behavioral analysis, speech therapy, and occupational therapy. *Education Code 25.087(b)(2~~), ()~~–(b-3~~); 19 TAC 129.21(j)(3)~~* ~~[See FEB]~~*)*

Serious or Life-Threatening Illness

A district shall excuse an absence resulting from a serious or life-threatening illness or related treatment that makes the student's attendance infeasible, if the student or the student's parent or guardian provides a certification from a physician licensed to practice medicine in Texas specifying the student's illness and the anticipated period of the student's absence relating to the illness or related treatment. *Education Code 25.087(b)(3)*

Higher Education Visits

A district may excuse a student from attending school to visit an institution of higher education accredited by a generally recognized

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accrediting organization during the student's junior and senior years of high school for the purpose of determining the student's interest in attending the institution of higher education, provided that:

1. The district may not excuse for this purpose more than two days during the student's junior year and two days during the student's senior year; and

2. The district adopts:

   a. A policy to determine when an absence will be excused for this purpose; and

   b. A procedure to verify the student's visit at the institution of higher education.

Education Code 25.087(b-2~~); 19 TAC 129.21(j)(3~~)

Early Voting Clerks

A district may adopt a policy excusing a student from attending school for service as a student early voting clerk in an election. A district may excuse a student for serving as an election clerk [see Election Clerks, above] or early voting clerk for a maximum of two days in a school year. *Education Code 25.087(b-1), (e)*

Military Dependents

A district shall excuse a student whose parent, stepparent, or legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from continuous deployment of at least four months outside the locality where the parent, stepparent, or guardian regularly resides, to visit with the student's parent, stepparent, or guardian. A district may not excuse a student under this provision more than five days in a school year. An excused absence under this provision must be taken not earlier than the 60th day before the date of deployment or not later than the 30th day after the date of return from deployment. *Education Code 25.087(b-4)* [See FDD]

Enlistment in Armed Services

A district shall excuse a student who is 17 years of age or older from attending school to pursue enlistment in a branch of the armed services of the United States or the Texas National Guard, provided that:

1. The district may not excuse for this purpose more than four days of school during the period the student is enrolled in high school; and

2. The district verifies the student's activities related to pursuing enlistment in a branch of the armed services or the Texas National Guard.

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A district shall adopt procedures to verify a student's activities as described in these provisions.

Education Code 25.087(b-5), (b-6~~); 19 TAC 129.21(j)(3~~)

Visit to a Driver's License Office

A district may excuse a student who is 15 years of age or older from attending school to visit a driver's license office to obtain a driver's license or learner license, provided that the district may not excuse more than one day of school during the period the student is enrolled in high school for each of the following purposes: obtaining a driver's license; or obtaining a learner license. The district must verify the student's visit to the driver's license office in accordance with procedures adopted by the district. *Education 25.087(b-7)*

Taps at Military Funeral

In addition, a district may excuse a student in grades 6 through 12 for the purpose of sounding "Taps" at a military honors funeral held in this state for a deceased veteran. *Education Code 25.087(c)*

No Penalty

A student whose absence is excused for a reason described beginning at Excused Absences for Compulsory Attendance Determinations, above, may not be penalized for that absence and shall be counted as if the student attended school for purposes of calculating the average daily attendance of students in the district.

Make-Up Work

The student shall be allowed a reasonable time to make up schoolwork missed on the days described above. If the student satisfactorily completes the work, the days of absence shall be counted as days of compulsory attendance.

Education Code 25.087(d)

Other Excused Absences

A person required to attend school may be excused for temporary absence resulting from any cause acceptable to the teacher, principal, or superintendent of the school in which the person is enrolled. *Education Code 25.087(a)*

Notices to Parents

Warning Notice

A district shall notify a student's parent in writing at the beginning of the school year that, if the student is absent from school on ten or more days or parts of days within a six-month period in the same school year, the student's parent is subject to prosecution under Education Code 25.093, and the student is subject to referral to a truancy court for truant conduct under Family Code 65.003(a).

Notice of Absences

A district shall notify a student's parent if the student has been absent from school, without excuse under Education Code 25.087, on three days or parts of days within a four-week period. The notice must:

1. Inform the parent that:

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a. It is the parent's duty to monitor the student's school attendance and require the student to attend school;

b. The student is subject to truancy prevention measures under Education Code 25.0915; and

2. Request a conference between school officials and the parent to discuss the absences.

The fact that a parent did not receive the notices described above is not a defense for the parent's failure to require a child to attend school nor for the student's failure to attend school.

Education Code 25.095

Non-Attendance

Parent Liability

A parent or person standing in parental relation commits an offense if:

1. A warning notice is issued;

2. The parent with criminal negligence fails to require the child to attend school as required by law; and

3. The child has absences for the amount of time specified under Family Code 65.003(a).

The attendance officer [see FED] or other appropriate school official shall file a complaint against the parent in an appropriate court, as permitted under Education Code 25.093.

Affirmative Defense—Parent

It is an affirmative defense to prosecution that one or more of the absences required to be proven was excused by a school official or should be excused by the court. A decision by the court to excuse an absence for this purpose does not affect the ability of a district to determine whether to excuse the absence for another purpose.

Education Code 25.093

Student Liability

A child engages in truant conduct if the child is required to attend school under the compulsory attendance laws, and fails to attend school on ten or more days or parts of days within a six-month period in the same school year. Truant conduct may be prosecuted only as a civil case in a truancy court. *Family Code 65.003(a)–(b)*

"Child" means a person who is 12 years of age or older and younger than 19 years of age. *Family Code 65.002(1)*

Truancy Courts

The following are designated as truancy courts:

1. The constitutional county court in a county with a population of 1.75 million or more;

2. Justice courts; and

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3. Municipal courts.

A truancy court has exclusive original jurisdiction over cases involving allegations of truant conduct.

Family Code 65.004(a)–(b)

Affirmative Defense—Student

It is an affirmative defense to an allegation of truant conduct that one or more of the absences required to be proven:

1. Have been excused by a school official or by the court;
2. Were involuntary; or
3. Were due to the child's voluntary absence from the child's home because of abuse, as defined by Family Code 261.001.

The affirmative defense is not available if, after deducting the absences described above, there remains a sufficient number of absences to constitute truant conduct.

In asserting an affirmative defense, the burden is on the child to show by a preponderance of the evidence that the absence has been or should be excused, was involuntary, or was due to the child's voluntary absence from the child's home because of abuse, as defined by Family Code 261.001.

A decision by the court to excuse an absence does not affect the ability of the district to determine whether to excuse the absence for another purpose.

Family Code 65.003(c)–(f)

Truancy Prevention Measures

If a student fails to attend school without excuse on three or more days or parts of days within a four-week period but does not fail to attend school for the time described below, the district shall initiate truancy prevention measures on the student. [See FED] *Education Code 25.0915(a-4)*

District Complaint or Referral

If a student fails to attend school without excuse on ten or more days or parts of days within a six-month period in the same school year, a district shall within ten school days of the student's tenth absence refer the student to a truancy court for truant conduct under Family Code 65.003(a). [See FED] *Education Code 25.0951**(a)***

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[1] **TEA *Student Attendance Accounting Handbook*: https://tea.texas.gov/finance-and-grants/financial-compliance/student-attendance-accounting-handbook**

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Note: **Additional information regarding attendance accounting requirements is found in the Texas Education Agency's (TEA) *Student Attendance and Accounting Handbook***

~~**Records**~~

~~A district must maintain records to reflect the average daily attendance for the allocation of Foundation School Program (FSP) funds and other funds allocated by the Texas Education Agency (TEA). The district must maintain records and make reports concerning student attendance and participation in special programs as required by the commissioner of education. The superintendent, principals, and teachers are responsible to the board and the state to maintain accurate, current attendance records. *19 TAC 129.21(a), (e)*~~

~~Districts shall use the~~.[1]

Uniform Accounting System

Each district shall use a uniform accounting system adopted by the commissioner for the data required to be reported for the Public Education Information Management System. *Education Code 48.008(b)*

Student Attendance Accounting Handbook

The commissioner will annually establish student attendance accounting ~~standards established by the commissioner~~**guidelines and procedures to be used by a district** to maintain records and make reports on student attendance and student participation in special programs. ~~The official standards are described in TEA's *Student Attendance Accounting Handbook* (*SAAH*). *19 TAC 129.1025*~~

~~The superintendent is responsible for the safekeeping of all attendance records and reports. The superintendent may determine whether the properly certified attendance records or reports for the school year are to be stored in the central office, on the respective school campuses of a district, or at another secure location. Regardless of where such records are filed or stored, they must be readily available for audit by TEA. *19 TAC 129.21(d)*~~

~~**Minimum Enrollment**~~

~~A student must be enrolled for at least two hours of instruction to be considered in membership for one half day, and for at least four hours of instruction to be considered in membership for one full day.~~

~~Full-Day Students~~

~~Students enrolled on a full-day basis may earn one full day of attendance each school day.~~

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~~Half-Day Students~~

~~Students enrolled on a half-day basis may earn only one-half day attendance each school day. Attendance is determined for these pupils by recording absences in a period during the half day they are scheduled to be present.~~

~~Alternative Attendance Accounting Program~~

~~Students who are enrolled in and participating in an alternative attendance accounting program approved by the commissioner will earn attendance according to the statutory and rule provisions applicable to that program.~~

~~**Attendance for State Funding Purposes**~~

~~Attendance for all grades shall be determined by the absences recorded at the official attendance-taking time during the campus's instructional day, unless the board adopts a policy, or delegates to the superintendent the authority to establish procedures for recording absences in an alternative hour, or unless the students for which attendance is being taken are enrolled in and participating in a commissioner-approved alternative attendance accounting program.~~

~~The established period in which absences are recorded may not be changed during the school year.~~

~~Students absent at the time the attendance roll is taken, during the daily period selected, are counted absent for the entire day, unless the students are enrolled in and participating in a commissioner-approved alternative attendance accounting program. Students present at the time the attendance roll is taken, during the daily period selected, are counted present for the entire day, unless the students are enrolled in and participating in a commissioner-approved alternative attendance accounting program.~~

~~*19 TAC 129.21(g)–(h)*~~

~~A student removed to a disciplinary alternative education program is counted in computing the average daily attendance of students in a district for the student's time in actual attendance in the program. *Education Code 37.008(f)*~~

The standard procedures that a district must use to maintain records and make reports on student attendance and student participation in special programs are described in the official TEA publication *Student Attendance Accounting Handbook.* A copy of the *Student Attendance Accounting Handbook* is available on the TEA website with information related to financial compliance.

Data from previous school years will continue to be subject to the student attendance accounting handbook as the handbook existed in those years.

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19 TAC 129.1025

Incentive for Additional Instructional Days

The commissioner shall adjust the average daily attendance of a district under Education Code 48.005 in the manner provided by Education Code 48.0051(b) if the district:

1. Provides the minimum number of minutes of operational and instructional time required under Education Code 25.081 and commissioner rules adopted under that section over at least 180 days of instruction; and

2. Offers an additional 30 days of half-day instruction for students enrolled in prekindergarten through fifth grade.

Education Code 48.0051(a)

Funding for Off-Campus Programs

Funding eligibility for a student participating in an off-campus program will include time instructed in the off-campus program. A campus may choose an alternate attendance-taking time for a group of students that is scheduled to be off-campus during the regular attendance-taking time. The alternate attendance-taking time will be in effect for the period of days or weeks for which the group is scheduled to be off-campus during the regular attendance-taking time (for example, for the semester or for the duration of employment). This alternate attendance-taking time may not be changed once it is selected for a particular group of students. If attendance is taken at an off-campus location, the district must ensure that attendance is taken in accordance with the ~~*SAAH*~~***Student Attendance Accounting Handbook***.

For a district to receive FSP funding for a student participating in an off-campus program, the district must have documentation of an agreement between the district and the college.

19 TAC 129.1031(c~~), (~~)–(d) [See EHDD]

[For information regarding funding for virtual instruction and remote learning programs, see EHDE and EHDF.]

~~**Exceptions**~~

~~A student not actually on campus when attendance is taken may be considered in attendance for FSP purposes if:~~

~~3. The student is participating in a board-approved activity under the direction of a member of a district's professional or paraprofessional staff, or an adjunct staff member who has a bachelor's degree and is eligible for participation in the Teacher Retirement System of Texas (TRS). [See FM]~~

~~4. The student is participating in a mentorship approved by district personnel to serve as one or more of the advanced measures needed to complete the Distinguished Achievement~~

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~~Program outlined in 19 Administrative Code Chapter 74. [See EIF]~~

~~5. The student is absent for one of the purposes listed at Excused Absences for Compulsory Attendance Determinations in FEA(LEGAL).~~

~~6. The student is in attendance at a dropout recovery education program under Education Code 29.081. [See GNC]~~

~~7. The student's absence is permitted by other conditions related to off-campus instruction described in the SAAH.~~

~~*19 TAC 129.21(i)–(k); Education Code 25.087, 29.081(e), (f)*~~

Disasters

The commissioner may adjust the average daily attendance of a district all or part of which is located in an area declared a disaster area by the governor under Government Code Chapter 418 if the district experiences a decline in average daily attendance that is reasonably attributable to the impact of the disaster.

The commissioner may make the adjustment under this section for the two-year period following the date of the governor's initial proclamation or executive order declaring the state of disaster.

Education Code 48.006(a), (c)

~~**Parental Consent to Leave Campus**~~

~~Before a district may count a student in attendance under these provisions or in attendance when the student was allowed to leave campus during any part of the school day, the board must adopt a policy, or delegate to the superintendent the authority to establish procedures, addressing parental consent for a student to leave campus and the district must distribute the policy or procedures to staff and to all parents of students in the district. *19 TAC 129.21(l)*~~

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[1] **TEA *Student Attendance Accounting Handbook*: https://tea.texas.gov/finance-and-grants/financial-compliance/student-attendance-accounting-handbook**

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Note: See FB for the application of Section 504 of the Rehabilitation Act to students who qualify for individualized health plans.

Diabetes Management and Treatment Plan

The parent or guardian of a student who will seek care for diabetes while at school or while participating in a school activity, and the physician responsible for the student's diabetes treatment, shall develop a diabetes management and treatment plan (DMTP).

Required Elements

The DMTP must:

1. Identify the health-care services the student may receive at school;
2. Evaluate the student's ability to manage and level of understanding of the student's diabetes; and
3. Be signed by the parent or guardian and the physician.

Submission to School

The parent or guardian must submit the DMTP to the school, and the school must review the plan:

1. Before or at the beginning of the school year;
2. On enrollment of the student, if the student enrolls after the beginning of the school year; or
3. As soon as practicable following a diagnosis of diabetes for the student.

Health and Safety Code 168.002

Individualized Health Plan

Upon receiving the student's DMTP, the school principal, or designee, and the school nurse, if a school nurse is assigned to the school, shall develop an individualized health plan (IHP) for the student. The IHP shall be developed in collaboration with the student's parent or guardian and, to the extent practicable, the physician responsible for the student's diabetes treatment and one or more of the student's teachers.

A student's IHP must incorporate components of the student's DMTP, including the information required under Health and Safety Code 168.002(b) [see Required Elements, above].

Health and Safety Code 168.001(3), .003

Independent Monitoring and Treatment

In accordance with the student's IHP, a school shall permit the student to attend to the management and care of the student's diabetes, which may include:

1. Performing blood glucose level checks;

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2. Administering insulin through the insulin delivery system the student uses;

3. Treating hypoglycemia and hyperglycemia;

4. Possessing on the student's person at any time any supplies or equipment necessary to monitor and care for the student's diabetes; and

5. Otherwise attending to the management and care of the student's diabetes in the classroom, in any area of the school or school grounds, or at any school-related activity.

Health and Safety Code 168.008

Required Care

Each school shall adopt a procedure to ensure that a school nurse or at least one unlicensed diabetes care assistant (UDCA) is present and available to provide the required care to a student with diabetes during the regular school day. A district may not restrict the assignment of a student with diabetes to a particular campus on the basis that the campus does not have the required UDCAs. *Health and Safety Code 168.007(c)–(d)*

If a school nurse is assigned to a campus and the nurse is available, the nurse shall perform the tasks necessary to assist a student with diabetes in accordance with the student's IHP.

School Nurse Not Available

If a school nurse is not assigned to the campus or a school nurse is not available, a UDCA shall perform the tasks necessary to assist the student in accordance with the student's IHP and in compliance with any guidelines provided during UDCA training. A UDCA may perform these tasks only if the parent or guardian of the student signs an agreement that:

1. Authorizes a UDCA to assist the student; and

2. States that the parent or guardian understands that a UDCA is not liable for civil damages [see Immunity from Liability, below].

Health and Safety Code 168.007(a)

If a school nurse is not assigned to a campus:

1. A UDCA must have access to an individual with expertise in the care of persons with diabetes, such as a physician, a registered nurse, a certified diabetes educator, or a licensed dietitian; or

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2. The principal must have access to the physician responsible for the student's diabetes treatment.

Health and Safety Code 168.007(b)

Unlicensed Diabetes Care Assistants

At each school in which a student with diabetes is enrolled, the principal, or designee, shall:

1. Seek school employees who are not health-care professionals to serve as UDCAs and to care for students with diabetes; and

2. Make efforts to ensure the school has:

   a. At least one UDCA if a full-time nurse is assigned to the school; and

   b. At least three UDCAs if a full-time nurse is not assigned to the school.

"School employee" means a person employed by a school, a local health department that assists the school under Health and Safety Code Chapter 168 (Care of Students with Diabetes), or another entity with whom the school has contracted to perform its duties under that chapter.

"Unlicensed diabetes care assistant" means a school employee who has successfully completed the required training [see UDCA Training, below].

A school employee may not be subject to any penalty or disciplinary action for refusing to serve as a UDCA.

A UDCA shall serve under the supervision of the principal.

Health and Safety Code 168.001(5)–(6), .003–.004

UDCA Training

If a school nurse is assigned to a campus, the nurse shall coordinate the training of school employees acting as UDCAs. Training for UDCAs must be provided by a health-care professional with expertise in the care of persons with diabetes or by a school nurse. The training must include instruction in the elements set forth at Health and Safety Code 168.005(d).

Training must be provided before the beginning of the school year or as soon as practicable following:

1. The enrollment of a student with diabetes at a campus that previously had no students with diabetes; or

2. A diagnosis of diabetes for a student at a campus that previously had no students with diabetes.

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The school nurse or principal shall maintain a copy of the training guidelines and any records associated with the training.

Health and Safety Code 168.005

Note: Guidance for the care of students with diabetes is available on the Texas Department of State Health Services (TDSHS) website.[1]

Information to Employees

A district shall provide to each district employee who is responsible for providing transportation for a student with diabetes or supervising a student with diabetes during an off-campus activity a one-page information sheet that:

1. Identifies the student who has diabetes;
2. Identifies potential emergencies that may occur as a result of the student's diabetes and the appropriate responses to such emergencies; and
3. Provide the telephone number of a contact person in case of an emergency involving the student with diabetes.

Health and Safety Code 168.006

Immunity from Liability

A school employee may not be subject to any disciplinary proceeding, as defined by Education Code 22.0512(b), resulting from any action taken in compliance with Health and Safety Code Chapter 168. The requirements of Chapter 168 are considered to involve the employee's judgment and discretion and are not considered ministerial acts for purposes of immunity under Education Code 22.0511. *Health and Safety Code 168.009(a)* [See DG]

A school nurse is not responsible for and may not be subject to disciplinary action under Occupations Code Chapter 301 for actions performed by a UDCA. *Health and Safety Code 168.009(b)*

A UDCA who assists a student as provided above [see Required Care, above] in compliance with the student's IHP:

1. Is not considered to be engaging in the practice of professional or vocational nursing under Occupations Code Chapter 301 or other state law; and
2. Is exempt from any applicable state law or rule that restricts the activities that may be performed by a person who is not a health-care provider.

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A UDCA may exercise reasonable judgment in deciding whether to contact a health-care provider in the event of a medical emergency involving a student with diabetes.

Health and Safety Code 168.007(e)–(f)

Students at Risk for Anaphylaxis

The board shall adopt and administer a policy for the care of students with a diagnosed food allergy at risk for anaphylaxis based on Guidelines for the Care of Students with Food Allergies at Risk for Anaphylaxis[2] developed by the commissioner of state health services. A district shall annually review the policy and, as necessary, revise its policy for the care of students with a diagnosed food allergy at risk for anaphylaxis to ensure the policy is consistent with the most current version of the guidelines.

This section does not waive any liability or immunity of the district or its officers or employees or create any liability for or a cause of action against the district or its officers or employees.

Notwithstanding any other law, these provisions do not create a civil, criminal, or administrative cause of action or liability or create a standard of care, obligation, or duty that provides the basis for a cause of action.

Education Code 38.0151(a)–(b), (d), (i)–(j)

A district that provides for the maintenance, administration, and disposal of epinephrine auto-injectors under Education Code Chapter 38, Subchapter E [see FFAC] is not required to comply with Education Code 38.0151. *Education Code 38.0151(f)*

Website Requirements

Each school year, the board shall post a summary of the guidelines on the district's website [see CQA], including instructions on obtaining access to the complete guidelines document. The district's website must be accessible by each student enrolled in the district and a parent or guardian of each student. Any forms used by a district requesting information from a parent or guardian enrolling a child with a food allergy in the district must include information to access on the district's website a summary of the guidelines and instructions on obtaining access to the complete guidelines document. *Education Code 38.0151(g)*

Seizure Management and Treatment Plan

The parent or guardian of a student with a seizure disorder may seek care for the student's seizures while the student is at school or participating in a school activity by submitting to the district at which the student is enrolled a copy of a seizure management and treatment plan developed by the student's parent or guardian and the physician responsible for the student's seizure treatment. The plan must be submitted to and reviewed by the district:

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1. Before or at the beginning of the school year;
2. On enrollment of the student, if the student enrolls in the district after the beginning of the school year; or
3. As soon as practicable following a diagnosis of a seizure disorder for the student.

Plan Requirements

A seizure management and treatment plan must:

1. Identify the health-care services the student may receive at school or while participating in a school activity;
2. Evaluate the student's ability to manage and level of understanding of the student's seizures; and
3. Be signed by the student's parent or guardian and the physician responsible for the student's seizure treatment.

Education Code 38.032(a)–(b)

Immunity

The care of a student with a seizure disorder by a district employee under a seizure management plan submitted under Education Code 38.032 is incident to or within the scope of the duties of the employee's position of employment and involves the exercise of judgment or discretion on the part of the employee for purposes of Education Code 22.0511, regarding immunity from liability.

The immunity from liability provided by Education Code 22.0511 applies to an action or failure to act by a district employee in administering a medication, assisting with self-administration, or otherwise providing for the care of a student under a seizure management plan submitted for the student.

Education Code 38.032(c)–(d)

[See DMA for seizure recognition and related first aid training.]

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[1] TDSHS guidance for the care of students with diabetes: https://www.dshs.texas.gov/diabetes/diabetes-children

[2] TDSHS Guidelines for the Care of Students with Food Allergies at Risk for Anaphylaxis: https://www.dshs.texas.gov/sites/default/files/schoolhealth/pdf/FINAL%20Guidelines%20for%20Food%20Allergies%203.2023.pdf

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Liaison for Court-Related Students

A district shall appoint at least one educator, as defined by Education Code 5.001(5), to act as a liaison officer for court-related students. The liaison officer shall provide counseling and other services for court-related students and their parents to establish or reestablish normal attendance and progress in school. *Education Code 37.014*

Liaison for Students Who Are Homeless

As a condition of receiving funds under the McKinney-Vento Homeless Assistance Act (McKinney-Vento Act), a district shall designate an appropriate staff person, able to carry out the required duties, as the district liaison for homeless children. A district will adopt policies and practices to ensure participation by the liaison in professional development and other technical assistance activities provided and approved by the statewide coordinator for education of homeless children and youths. *42 U.S.C. 11432(g)(1)(J)* **[See FDC for more information regarding McKinney-Vento Act requirements.]**

Notice

A district shall inform school personnel, service providers, and advocates working with homeless families, parents and guardians of homeless children, and homeless children of the duties of the liaison. [See FD for definition of "homeless children."]

Duties

The liaison shall ensure that:

1. Homeless children are identified by school personnel and through outreach and coordination activities with other entities and agencies;
2. Homeless children are enrolled in, and have a full and equal opportunity to succeed in, district schools;
3. Homeless families and homeless children have access to and receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under Part C of the Individuals with Disabilities Education Act, and other district preschool programs;
4. Homeless families and homeless children receive referrals to health care, dental, mental health and substance abuse, housing, and other appropriate services;
5. The parents or guardians of homeless children are informed of the available educational and related opportunities and are provided meaningful opportunities to participate in the education of their children;
6. Public notice of the educational rights of homeless children is disseminated in locations frequented by parents or guardians

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of such children, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form understandable to the parents and guardians of homeless children, and unaccompanied youths;

7. Enrollment disputes are mediated;

8. The parent or guardian of a homeless child, and any unaccompanied youth, are fully informed of all transportation services, including transportation to the school of origin, and are assisted in accessing transportation to the school of enrollment;

9. School personnel providing services under the McKinney-Vento Act receive professional development and other support; and

10. Unaccompanied youths:

    a. Are enrolled in school;

    b. Have opportunities to meet the same challenging state academic standards as the state establishes for other children; and

    c. Are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid.

42 U.S.C. 11432(g)(6)(A), (B)

Determination of Homeless Status

A liaison who receives training under 42 U.S.C. 11432(f)(6) may affirm, without further action by the Department of Housing and Urban Development, that a child who is eligible for and participating in a district program, or the immediate family of such a child, who meets the eligibility requirements of the McKinney-Vento Act for an authorized program or service under Title IV of the Act, is eligible for such program or service. *42 U.S.C. 11432(g)(6)(D)*

Liaison for Children in State Conservatorship

Each district shall appoint at least one employee to act as a liaison officer to facilitate the enrollment in or transfer to a public school of a child in the district who is in the conservatorship of the state and submit the liaison's name and contact information to the Texas Education Agency (TEA) in a format and under the schedule determined by the commissioner of education.

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TEA shall provide information to the liaisons on practices for facilitating the enrollment in or transfer to a public school of children who are in the conservatorship of the state.

Education Code 33.904

Transition to Higher Education

A district, in coordination with the Department of Family and Protective Services (DFPS), shall facilitate the transition of each child enrolled in the district who is eligible for a tuition and fee waiver under Education Code 54.366, and who is likely to be in the conservatorship of DFPS on the day preceding the child's 18th birthday to an institution of higher education by:

1. Assisting the child with the completion of any applications for admission or financial aid;
2. Arranging and accompanying the child on campus visits;
3. Assisting the child in researching and applying for private or institution-sponsored scholarships;
4. Identifying whether the child is a candidate for appointment to a military academy;
5. Assisting the child in registering and preparing for college entrance examinations, including, subject to the availability of funds, arranging for the payment of any examination fees by DFPS; and
6. Coordinating contact between the child and a liaison designated by the Higher Education Coordinating Board for students who were formerly in the conservatorship of DFPS.

Family Code 264.1212 [See FFEA]

Transition Assistance for Highly Mobile Students

Definitions

Educational and Course Programs

"Educational and course programs" means programs intended to provide instruction to students in conjunction with or outside of the required curriculum, which may include, but are not limited to, gifted and talented services, bilingual or special language services for emergent bilingual students, career and technical education, and early college high school.

Enrollment Conference

"Enrollment conference" means a student-centered meeting ~~for a~~ **between key district staff and the** newly enrolled student **and/or the student's parent or guardian that occurs within the first two weeks of enrollment, as soon as feasible, at a new school** to **collaboratively ease transitions;** identify **the student's** academic **strengths** and extracurricular interests; introduce school processes and opportunities for engagement; ~~develop course and instructional strategies; review credits and assessment information;~~

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~~determine~~**and identify any interventions and additional support services (e.g., special education or Section 504 services, academic and/or behavioral interventions,** social~~-~~ **and** emotional ~~support; and communicate confidential information that may impact~~**needs, college and career readiness). The student's attendance in the conference should be addressed on** a ~~student's success, if needed~~**case-by-case basis**.

Records

"Records" means documents in printed or electronic form that include, but are not limited to, student transcripts; individual course grades; academic achievement records; course credits, whether full or partial; individualized education program referrals; intervention data; immunizations; state assessment scores; student attendance data; disciplinary reports; graduation endorsements; special education/Section 504 committee records; performance acknowledgements; and personal graduation plans.

Welcome Packet

"Welcome packet" means a compilation of district and community resources provided to new students within the first two weeks of enrollment at a new school that helps to familiarize the student with the school.

19 TAC 89.1601(~~7) (8~~2), (4), (9), (11)

Transfer of Student Records

Each district ~~must~~**shall** ensure that ~~copies of student~~**school** records ~~are made available to schools to which~~**for** students who are **identified as** homeless or in substitute care **are transferred to the student's new school after receiving a request for records.** Student records must be requested, sent, and received using the Texas Records Exchange (TREx) system. ~~transfer.~~

Each district is required to transfer student records within ten working days of receipt of a request from a district to which a student who is homeless or in substitute care enrolls, as required by Education Code 25.002(a-1) [see FD(LEGAL)]. The discretionary authority under Education Code 31.104(d) [see CMD(LEGAL)] to withhold records of a student if the student has not returned or paid for instructional materials or technological equipment does not exempt a district from the mandatory provision to send records to another public school in which the student enrolls.

If a district fails to receive the required information within ten working days, the requesting district may report the noncompliant district to the division responsible for TREx Support at TEA.

Proof of enrollment in a different district permits retroactive withdrawal to the date a student enrolled in the new school. The date of enrollment in the new district is considered the date of withdrawal from the previous district.

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~~Student records must be requested, sent, and received using the Texas Records Exchange (TREx) system.If a district fails to receive the required information within ten working days, the requesting district may report the noncompliant district to the division responsible for TREx Support at TEA.~~

19 TAC 89.1603

Systems and Procedures

~~Each~~**A** district shall develop systems to ease transition of a student who is homeless or in substitute care during the first two weeks of enrollment at a new school. These systems shall include the following:

1. Welcome packets containing applicable information regarding enrollment in extracurricular activities, club activities, information on fee waivers, tutoring opportunities, the student code of conduct, **available student supports,** and contact information for ~~pertinent~~**key** school staff **members** such as **principals, registrars,** counselors, ~~nurses, social workers, the foster care liaison, the homeless liaison, the principal~~**designated liaisons, nutrition coordinators,** and ~~any assistant principals, and related contacts~~**transportation specialists**;

2. Introductions for new students that maintain student privacy and confidentiality to the school environment and school processes by district faculty, campus-based student leaders, or ambassadors; and

3. Mechanisms to ensure that a process is in place for all students who qualify to receive nutrition benefits upon enrollment, as all students who are homeless or in substitute care are eligible for United States Department of Agriculture Child Nutrition Programs. The process must expedite communication with the district nutrition coordinator to ensure that eligible students are not charged in error or experience delays in receiving these benefits.

19 TAC 89.1605(a)

~~Pertinent~~**A district must provide professional development opportunities and resources to support key** staff members ~~(~~such as principals, registrars, counselors, designated liaisons, nutrition coordinators, **and** transportation specialists~~, etc.) should be knowledgeable concerning communication,~~ **on local** processes~~,~~ and procedures for facilitating successful school transitions for students who are homeless or in substitute care.

~~For each~~**A** district~~,~~ **must use** the TREx, the Personal Identification Database (PID), or the Person Enrollment Tracking (PET) application ~~must be used to~~**to facilitate records transfer and** expedite

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coordination and communication between the sending and receiving schools**. In cases where records from the student's previous school are missing or cannot be located, a district should use the Texas Student Data System (TSDS) Unique ID application to identify where the student was previously enrolled**.

19 TAC 89.1605(c)–(d)

Enrollment Conference

A district shall convene an enrollment conference ~~with the student~~ within the first two weeks ~~of enrollment~~ or ~~within the first two weeks~~**as soon as feasible,** after ~~the~~**a** student **who** is ~~identified as~~ homeless or in substitute care **enrolls at a new school**. The convening of the enrollment conference shall not delay or impede the enrollment of the student.

The student's attendance in the conference should be addressed on a case-by-case basis. The enrollment conference may be used in conjunction with an existing meeting that is designed for similar purposes for newly enrolled students.

The enrollment conference shall address the student's credit recovery, credit completion, attendance plans and trauma-informed interventions, interests and strengths, discipline or behavior concerns, previous successes, college readiness, and social and emotional supports as well as district policies relating to transfers and withdrawals and communication preferences with parents or guardians.

The enrollment conference may be comprised of:

1. School administrators;
2. ~~Homeless~~**McKinney-Vento** or foster care liaisons;
3. ~~A social worker~~**Social workers**;
4. Teachers;
5. ~~Counselors~~**School counselors**;
6. Dropout prevention specialists;
7. Attendance/truancy officers;
8. The relative caregiver, foster placement caregiver, or ~~case manager~~**DFPS caseworker**;
9. The DFPS designated educational decision-maker;
10. The DFPS caseworker, Court Appointed Special Advocates (CASA) volunteer, or other ~~volunteer~~**volunteers**, as applicable; and

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11. A parent ~~and/~~or guardian, unless the caseworker indicates the parent's ~~and/~~or guardian's rights to participate have been restricted by the court.

19 TAC 89.1605(b)

Educational Placement

~~When~~**A district must establish procedures to receive, review, and assess student records for the initial course and educational program placement for** a student who is homeless or in substitute care ~~transfers before or during the school year, the receiving district shall initially place the student in educational programs and courses based on the student's prior~~**upon** enrollment ~~in and current educational assessments from the sending~~**at a new** school.

~~Educational programs include, but are not limited to, gifted and talented program services, bilingual or special language services for English learners, career and technical education, and early college high school.~~

~~Course placement includes, but is not limited to, honors, International Baccalaureate, Advanced Placement, vocational, technical, and career pathway courses.~~

~~Each~~**A** district must ensure that a student who is homeless or in substitute care has the ~~ability~~**opportunity** to ~~earn~~**pursue** the same endorsement categories, ~~if applicable~~**to the extent possible**. If only one endorsement is offered, it must be multidisciplinary studies.

To the extent possible, ~~each~~**a** district shall ensure the continuation of a student's **course and** educational ~~and course~~ programs**, if appropriate,** from the previous district **by placing the student in comparable courses** and **programs for which they are eligible.**

A district shall promote placement in academically challenging and career preparation courses.

19 TAC 89.1609

[For award of credit for students who are homeless or in substitute care, see EI. For special education services for students who are homeless or in substitute care, see EHBAA.]

Access to Educational and Extracurricular Programs **and Courses**

A district must develop processes to increase awareness of opportunities available to students who are homeless or in substitute care to participate in extracurricular programs, summer programs, credit transfer services, electronic courses, and after-school tutoring programs.

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A district must identify and remove barriers, whenever possible, to participation by students who are homeless or in substitute care in extracurricular programs, summer programs, credit transfer services, electronic courses, and after-school tutoring programs.

Appropriate district staff must facilitate the process to complete and submit a University Interscholastic League (UIL) waiver of residence application form for a student who is homeless ~~or in substitute care~~ and plans to participate in varsity athletics ~~or other UIL-sponsored activities~~.

~~Districts must comply~~**In compliance** with Education Code 25.001(f) [see FD~~] and~~**],** a durational residence requirement may not **be used to** prohibit a student in substitute care from fully participating in any activity sponsored by the district.

~~Students in foster care remaining in their school of origin but residing outside of the district of attendance shall be afforded a waiver, as allowed under UIL Constitution and Contest Rules Section 442: Residence in School District and Attendance Zone.~~

19 TAC 89.1611

~~Promotion of~~ Postsecondary Information **for Students who are Homeless or in Substitute Care**

District counselors or other designated staff shall work with district ~~homeless~~**McKinney-Vento** and foster care liaisons to ensure that all students who are identified as homeless or in substitute care graduate with endorsements, if applicable, and have postsecondary plans identified in their personal graduation plans, to the extent required **by Education Code 28.02121** [see EIF].

~~District~~**Districts must provide postsecondary counseling in alignment with Education Code 33.007 [see FFEA], for all students, including students who are homeless or in substitute care.**

Districts must connect students to college readiness initiatives, campus visits, and other postsecondary preparation opportunities provided by the district.

School counselors ~~or other designated staff~~**must provide information about postsecondary education to the student and the student's parent or guardian during the first school year a student is enrolled in high school and each subsequent year throughout high school. [See FFEA]**

Provisions for Students Experiencing Homelessness

McKinney-Vento liaisons must inform unaccompanied homeless youths of their ~~rights and~~ status as independent students for the purpose of applying for financial aid for higher education and provide verification of such status for the Free Application for Federal

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Student Aid (FASFA), pursuant to 42 United States Code 11432(g)(6)(A)(x)**(III)**.

~~Each~~**School counselors must assist and advise students experiencing homelessness with college preparation and readiness, pursuant to 42 United States Code 11432(g)(1)(K).**

19 TAC 89.1613(a)–(b)

Provisions for Students in Substitute Care

A district shall ensure that a student in substitute care who is enrolled in grade 11 or 12~~ in that district~~ is provided information regarding tuition and fee exemptions under Education Code 54.366, for dual-credit or other courses provided by a public institution of higher education for which a high school student may earn joint high school and college credit.

A district shall inform students in substitute care of tuition and fee exemptions under Education Code 54.367, regarding monthly payments, medical assistance benefits, and reimbursement of fees.

A district shall ensure students in substitute care are informed that every higher education institution in Texas has a designated foster care liaison to assist students.

Foster care liaisons are encouraged to support students in substitute care with linking to colleges to develop connections and facilitate effective transitions into postsecondary education.

Foster care liaisons, school counselors, and others must assist students with seeking and applying for all types of scholarships for which the student may qualify.

*19 TAC 89.1613**(c)***

Notice of Events **for Students in Substitute Care**

~~Each~~**A** district must provide notice in writing to the educational decision-maker and caseworker of a student who is ~~homeless or~~ in substitute care regarding events that may significantly impact the education of the student. *19 TAC 89.1617*

Events that may significantly impact the education of a child include:

1. Requests or referrals for an evaluation under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), or special education under Education Code 29.003 [see EHBAA];

2. Admission, review, and dismissal committee meetings [see EHBAB];

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3. Manifestation determination reviews required by Education Code 37.004(b) [see FOF];

4. Any disciplinary actions under Education Code Chapter 37 for which parental notice is required [see FO series];

5. Citations issued for Class C misdemeanor offenses on school property or at school-sponsored activities;

6. Reports of restraint and seclusion required by Education Code 37.0021 [see FO and FOF];

7. Use of corporal punishment as provided by Section 37.0011 [see FO]; and

8. Appointment of a surrogate parent for the child under Education Code 29.0151 [see EHBAE];

~~19 TAC 89.1617;~~ Education Code 25.007(b)(10)

Child Welfare Contact

A district receiving Title 1, Part A funds must collaborate with the state or local child welfare agency to designate a point of contact if the child welfare agency notifies the district, in writing, that the agency has designated an employee to serve as a point of contact for the district. *20 U.S.C. 6312(c)(5)(A)*

School-Community Guidance Center

A district may establish a school-community guidance center designed to locate and assist children with problems that interfere with their education, including juvenile offenders and children with severe behavioral problems or character disorders.

Each center shall coordinate efforts of district personnel, local police departments, school attendance officers, and probation officers in working with students, dropouts, and parents in identifying and correcting factors that adversely affect the education of the children.

Education Code 37.051

Upon request from a superintendent, a governmental agency concerned with children that has jurisdiction in a district shall cooperate with the school-community guidance center and shall designate a liaison to work with the center in identifying and correcting problems affecting school-age children in the district. The governmental agency may establish or finance a school-community guidance center jointly with a district according to terms approved by the governing body of each participating entity. *Education Code 37.053*

Cooperative Programs

A board may develop cooperative programs with state youth agencies for children found to have engaged in delinquent conduct. *Education Code 37.052*

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Parental Notice and Access to Information

Before a student is admitted to a school-community guidance center, the administrator of the center shall notify the student's parent or guardian that the student has been assigned to attend the center.

The notice must include:

1. The reason the student has been assigned to the center;
2. A statement that on request the parent or guardian is entitled to be fully informed in writing of any treatment method or testing program involving the student; and
3. A statement that the parent or guardian may request to be advised and to give written, signed consent for any psychological testing or treatment involving the student.

If after notification, the parent refuses to consent to testing or treatment of the student, the center may not provide any further psychological treatment or testing.

A parent or guardian of a student attending a center is entitled to inspect:

1. Any instructional or guidance material to be used by the student, including teachers' manuals, tapes, and films; and
2. The results of any treatment, testing, or guidance method involving the student.

The administrator of the center may set a schedule for inspection of materials that allows reasonable access but does not interfere with the conduct of classes or business activities of the school.

Education Code 37.054

Parental Involvement

On admitting a student to a school-community guidance center, a representative of a district, the student, and the student's parent or legal guardian shall develop an agreement that specifies the responsibilities of the parent and the student. The agreement must include:

1. A statement of the student's behavioral and learning objectives;
2. A requirement that the parent attend specified meetings and conferences for teacher review of the student's progress; and
3. The parent's acknowledgement that the parent understands and accepts the responsibilities imposed by the agreement

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regarding attendance at meetings and conferences and assistance in meeting objectives, defined by the district, to aid student remediation.

A superintendent may obtain a court order from a district court in the district requiring a parent to comply with such an agreement. A parent who violates such a court order may be punished for contempt of court.

Court Supervision

If a district, the student, and the parent or guardian for any reason fail to reach an agreement, any party may request the juvenile court or its designee to conduct a hearing and enter an order establishing the responsibilities and duties of each of the parties as the court deems appropriate.

Education Code 37.055–.056

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Definitions

"Bullying":

Bullying

1. Means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that satisfies the applicability requirements below and that:

    a. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;

    b. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;

    c. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or

    d. Infringes on the rights of the victim at school; and

2. Includes cyberbullying.

Cyberbullying

"Cyberbullying" means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Applicability

These provisions apply to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;

2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and

3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying:

    a. Interferes with a student's educational opportunities; or

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b. Substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Policy

The board shall adopt a policy, including any necessary procedures, concerning bullying that:

1. Prohibits the bullying of a student;
2. Prevents and mediates bullying incidents between students that:
   a. Interfere with a student's educational opportunities; or
   b. Substantially disrupt the orderly operation of a classroom, school, or school-sponsored or school-related activity;
3. Prohibits retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying;
4. Establishes a procedure for providing notice of an incident of bullying to:
   a. A parent or guardian of the alleged victim on or before the third business day after the date the incident is reported; and
   b. A parent or guardian of the alleged bully within a reasonable amount of time after the incident;
5. Establishes the actions a student should take to obtain assistance and intervention in response to bullying;
6. Sets out the available counseling options for a student who is a victim of or a witness to bullying or who engages in bullying;
7. Establishes procedures for reporting an incident of bullying, including procedures for a student to anonymously report an incident of bullying, investigating a reported incident of bullying, and determining whether the reported incident of bullying occurred;
8. Prohibits the imposition of a disciplinary measure on a student who, after an investigation, is found to be a victim of bullying, on the basis of that student's use of reasonable self-defense in response to the bullying;
9. Requires that discipline for bullying of a student with disabilities comply with applicable requirements under federal law,

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including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.); and

10. Complies with the minimum standards adopted by the Texas Education Agency (TEA) for a district's policy.

The policy and any necessary procedures must be included annually in the student and employee handbooks and in the district improvement plan under Education Code 11.252. [See BQ]

Note: Minimum Standards for Bullying Prevention[1] **are available on TEA's website.**

Internet Posting

The procedure for reporting bullying must be posted on a district's internet website to the extent practicable.

Education Code 37.0832

[1] **TEA Minimum Standards for Bullying Prevention: https://tea.texas.gov/texas-schools/health-safety-discipline/student-discipline/minimum-standards-for-bullying-prevention**

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Note: For information regarding law enforcement ~~records~~ and schools, see GRAA. **For information regarding juvenile law enforcement records, see GBA.**

Education Records

"Education Records" Defined

For the purposes of this policy, the term "education records" means those records, files, documents, and other materials that contain information directly related to a student and are maintained by an education agency or institution or by a person acting for such agency or institution.

The term "education records" does not include:

1. Records that are created or received by a district after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student.
2. Records made by district personnel that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to anyone other than a temporary substitute for the maker of the record.
3. Records maintained by a law enforcement unit of a district that were created by that law enforcement unit for the purpose of law enforcement.
4. Records on a student who is 18 years of age or older, or who is attending an institution of postsecondary education, that are:
   a. Made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;
   b. Made, maintained, or used only in connection with treatment of the student; and
   c. Disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the agency or institution.
5. Grades on peer-graded papers before they are collected and recorded by a teacher.

20 U.S.C. 1232g; 34 C.F.R. 99.3

Screening Records

The principal of each school shall maintain records of screening for special senses and communication disorders, spinal screening,

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and assessment for type 2 diabetes for each student in the school. Records shall be open for inspection by the state or local health department. *20 U.S.C. 1232g; Health and Safety Code 36.006, 37.003, 95.004; 25 TAC 37.145(b)* [See FFAA]

Immunization Records

A district shall maintain an individual immunization record during the period of attendance for each student admitted. The records shall be open for inspection at all reasonable times by the Texas Education Agency or by representatives of local health departments or the Texas Department of State Health Services. A district shall cooperate with other districts in transferring students' immunization records between other schools. Specific approval from students, parents, or guardians is not required prior to making such record transfers. *Education Code 38.002* [See FFAB]

Medical Records

The parent or guardian of a student is entitled to access to the student's medical records maintained by a district. On request of a student's parent or guardian, a district shall provide a copy of the student's medical records to the parent or guardian. A district may not impose a charge that exceeds the amount authorized by Section 552.261 of the Government Code [see GBAA]. *Education Code 38.0095*

Privacy Rule for Non-"Education Records"

To the extent a district is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), the district must comply with the Privacy Rule, 45 C.F.R. Part 164, with respect to protected health information that is not an education record. *45 C.F.R. 160.103, 164.501* [See CRD]

Food Allergy Information

Information regarding a child's food allergy, regardless of how it is received by the school or school district, shall be retained in the child's student records but may not be placed in the health record maintained for the child by the district.

Exceptions

If the school receives documentation of a food allergy from a physician, that documentation shall be placed in the health record maintained for the child by the district.

A registered nurse may enter appropriate notes about a child's possible food allergy in the health record maintained for the child by the district, including a notation that the child's student records indicate that a parent has notified the district of the child's possible food allergy. [See FD]

Education Code 25.0022(d)–(f)

Assessment Instruments

The results of individual student performance on basic skills assessment instruments or other achievement tests administered by a district are confidential and may be made available only to the

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student, the student's parent or guardian, and to the school personnel directly involved with the student's educational program. However, overall student performance data shall be aggregated by ethnicity, sex, grade level, subject area, campus, and district, and made available to the public, with appropriate interpretations, at regularly scheduled board meetings. The information may not contain the names of individual students or teachers. *Education Code 39.030(b)* [See EKB]

Academic Achievement Record (Grades 9–12)

Following guidelines developed by the commissioner of education, a district must use an academic achievement record (transcript) form that includes student demographics, school data, student data, and the record of courses and credits earned. The academic achievement record shall serve as the academic record for each student and must be maintained permanently by the district. A district must ensure that copies of the record are made available for a student transferring from one district to another. To ensure appropriate placement of a transfer student, a district must respond promptly to each request for student records from a receiving district. *19 TAC 74.5(b)–(c)* [See EI]

Enrollment Records

If a parent or other person with legal control of a child enrolls the child in a district school, the parent or other person, or the school district in which the child most recently attended school, shall furnish to the district all of the following:

1. The child's birth certificate, or another document suitable as proof of the child's identity as defined by the commissioner in the *Student Attendance Accounting Handbook*.

2. A copy of the child's records from the school the child most recently attended if he or she was previously enrolled in a school in Texas or in another state.

Education Code 25.002(a)

A district must furnish information under items 1 and 2 not later than the tenth working day after the date the district receives a request for the information.

If a parent or other person with legal control of a child under a court order requests that a district transfer a child's student records, the district to which the request is made shall notify the parent or other person as soon as practicable that the parent or other person may request and receive an unofficial copy of the records for delivery in person to a school in another district.

Education Code 25.002(a-1) [See FD]

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Access, Disclosure, and Amendment

~~Access to Education Records~~

Definitions

Attendance

"Attendance" includes, but is not limited to:

1. Attendance in person or by paper correspondence, videoconference, satellite, internet, or other electronic information and telecommunications technologies for students who are not physically present in the classroom; and
2. The period during which a person is working under a work-study program.

Authorized Representative

"Authorized representative" means any entity or individual designated by a state or local educational authority or an agency headed by an official listed in 34 C.F.R. 99.31(a)(3) to conduct—with respect to federal- or state-supported education programs—any audit, evaluation, or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

Biometric Record

"Biometric record" means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

Disclosure

"Disclosure" means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

Education Program

"Education program" means any program that is principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.

Parent

"Parent" includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian.

Personally Identifiable Information

"Personally identifiable information" includes, but is not limited to:

1. The student's name;
2. The name of the student's parent or other family members;
3. The address of the student or student's family;
4. A personal identifier, such as the student's social security number, student number, or biometric record;

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5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;

6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

Record

"Record" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

34 C.F.R. 99.3

Signed and Dated Written Consent

"Signed and dated written consent" may include a record and signature in electronic form that:

1. Identifies and authenticates a particular person as the source of the electronic consent; and

2. Indicates such person's approval of the information contained in the electronic consent.

34 C.F.R. 99.30(d)

Disclosure With Consent

The parent or eligible student shall provide a signed and dated written consent before a district discloses personally identifiable information from a student's education records, except as provided by 34 C.F.R. 99.31. The written consent must specify the records that may be disclosed, state the purpose of the disclosure, and identify the part or class or parties to whom the disclosure may be made.

When a disclosure is made under written consent, if a parent or eligible student requests, the district shall provide a copy of the records disclosed and if the parent of a student who is not an eligible student requests, the district shall provide the student with a copy of the records disclosed.

*34 C.F.R. 99.30(**a)–(c)***

Access by Parents

A district shall ~~presume that a~~**give full rights under these provisions to either** parent~~ has authority to inspect and review the student's records~~**,** unless ~~it~~**the district** has been provided with evidence that there is a court order, state statute, or legally binding

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document **relating to such matters as divorce, separation, or custody** that specifically revokes these rights. *34 C.F.R. 99.4*

A court may order the custodian of records to delete all references in a child's records to the place of residence of either party appointed as conservator before their release to another party appointed as conservator. *Family Code 153.012*

A parent is entitled to access to all written records of a district concerning the parent's child, including attendance records, test scores, grades, disciplinary records, counseling records, psychological records, applications for admission, health and immunization information, teacher and school counselor evaluations, reports of behavioral patterns, and records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child.

"Intervention strategy" means a strategy in a multi-tiered system of supports that is above the level of intervention generally used in that system with all children. The term includes response to intervention and other early intervening strategies.

Education Code 26.004

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information about that student. *34 C.F.R. 99.12(a)*

Access by **Student**

"Eligible student" means a student who has reached 18 years of age or is attending an institution of postsecondary education. *34 C.F.R. 99.3*

When a student becomes an eligible student, the rights accorded to, and consent required of, parents under ~~this part transfer from the parents to the student. A district may disclose to a parent without the prior written consent of an eligible student if the disclosure is to the parent of the student who is a minor or who is a dependent for tax purposes or the disclosure is in connection with a health or safety emergency. *34 C.F.R. 99.5, .10, .31(a)(8), (a)(10), .36*~~**these provisions transfer from the parents to the student.**

~~*Access by Student*~~

~~Whenever a student has attained 18 years of age or is attending an institution of postsecondary education, the rights accorded to, and consent required of, parents transfer from the parents to the student.~~

Nothing in this ~~section~~**provision** prevents a district from disclosing education records, or personally identifiable information from edu-

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cation records, to a parent without prior written consent of an eligible student if the disclosure meets the conditions in 34 C.F.R. 99.31(a), including if the student is a dependent for tax purposes or in the case of a health or safety emergency.

34 C.F.R. 99.5, .31(a)(8), (a)(10), .36

~~If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information about that student. *34 C.F.R. 99.12(a)*~~

~~*Access by Others*~~

Disclosure Without Consent

Personally identifiable information in education records shall not be released without the written consent of the student's parents, except to the following.

~~*1.*~~ *School Officials*

School officials, including teachers, who have legitimate educational interests.

A contractor, consultant, volunteer, or other party to whom a district has outsourced institutional services or functions may be considered a school official under this paragraph provided that the outside party:

1. Performs an institutional service or function for which the district would otherwise use employees;
2. Is under the direct control of the district with respect to the use and maintenance of education records; and
3. Is subject to the requirements of 34 C.F.R. 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

A district must use reasonable methods to ensure that school officials obtain access to only those education records in which they have legitimate educational interests. A district that does not use physical or technological access controls must ensure that its administrative policy for controlling access to education records is effective and that it remains in compliance with the legitimate educational interest requirement.

34 C.F.R. 99.31~~, .36~~(a)(1)

An administrator, nurse, or teacher is entitled to access to a student's medical records maintained by a district for reasons determined by district policy. *Education Code 38.009*

~~*2.*~~ *Officials of Other Schools*

Officials of educational agencies or institutions, including officials of another school or institution of postsecondary education in which

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the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer, provided that a district shall:

1. Make a reasonable attempt to notify the parent or eligible student at the last known address of the parent or eligible student, unless:

   a. The disclosure is initiated by the parent or eligible student; or

   b. The annual notification under 34 C.F.R. 99.7 includes a notice that the district forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for the purposes related to the student's enrollment or transfer;

2. Give the parent or eligible student, upon request, a copy of the record that was disclosed; and

3. Give the parent or eligible student, upon request, an opportunity for a hearing under 34 C.F.R. Part 99, Subpart C.

34 C.F.R. 99.31(a)(2), .34

~~3.~~ Authorized Government Representatives

Authorized representatives of the officials or agencies headed by the Comptroller General of the United States, the Attorney General of the United States, the Secretary of Education, or state and local educational authorities who require access to student or other records necessary in connection with the audit and evaluation of federal- or state-supported education programs or in connection with the enforcement of or compliance with federal legal requirements that relate to such programs. *34 C.F.R. 99.35**(a)(1)***

A district may not refuse to report information concerning a student holding an F, J, or M visa on the basis of the Family Educational Rights and Privacy Act (FERPA) and any regulation implementing FERPA. A district is authorized and required to report information that would ordinarily be protected by FERPA only to the extent required by 8 U.S.C. 1372, 8 C.F.R. 214.3(g), or any corresponding regulation. *~~8~~ **8 C.F.R. 214.1(h); 8** U.S.C. 1372(c)(2~~); 8 C.F.R. 214.1(h)~~**)***

~~4.~~ Financial Aid Personnel

Personnel involved with a student's application for, or receipt of, financial aid. *34 C.F.R. 99.31(a)(4)(i)*

~~5.~~ Juvenile Justice Officials

State and local officials to whom such information is specifically allowed to be reported or disclosed by state statute if:

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1. The allowed reporting or disclosure concerns the juvenile justice system and its ability to effectively serve, prior to adjudication, the student whose records are released; and

2. The officials and authorities to whom such information is disclosed certify in writing to the district that the information will not be disclosed to any other party except as provided under state law without the prior written consent of the parent of the student.

34 C.F.R. 99.31(a)(5)(i), .38

A school district superintendent or the superintendent's designee shall disclose information contained in a student's educational records to a juvenile service provider as required by Family Code 58.0051 [see GRAC]. *Education Code 37.084(a)*

~~6.~~ Organizations Conducting Studies

Organizations conducting studies for, or on behalf of, districts for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction. Such studies must be conducted ~~so~~**in a manner** that **does not permit** personal identification of **parents and** students ~~and their parents will not be revealed to persons~~**by individuals** other than ~~authorized personnel~~**representatives** of the ~~organizations conducting the studies who~~**organization that** have legitimate interests in the information. Such information must be destroyed when no longer needed for the original purposes of the studies.

The district must enter into a written agreement with the organization that:

1. Specifies the purpose, scope, and duration of the study or studies and the information to be disclosed;

2. Requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement;

3. Requires the organization to conduct the study in a manner that does not permit personal identification of parents and students, as defined in this part, by anyone other than representatives of the organization with legitimate interests; and

4. Requires the organization to destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

A district that enters into an agreement with an organization conducting a study may redisclose personally identifiable information

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from education records on behalf of educational agencies and institutions that disclosed the information to the district in accordance with the requirements of 34 C.F.R. 99.33(b).

A district is not required to initiate a study or agree with or endorse the conclusions or results of the study.

34 C.F.R. 99.31(a)(6)(i)-(iv)

~~7.~~ *Accrediting Organizations*

Accrediting organizations to carry out their accrediting functions. *34 C.F.R. 99.31(a)(7)*

~~8.~~ *Health or Safety Emergency*

Appropriate parties, including the student's parents, in connection with an emergency if the knowledge of the information is necessary to protect the health or safety of the student or other individuals.

In making a determination, a district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the district determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals. If, based on the information available at the time of the determination, there is a rational basis for the determination, the ~~U.S.~~ **United States** Department of Education (**U.S.** ED) will not substitute its judgment for that of the district in evaluating the circumstances and making its determination.

34 C.F.R. 99.31(a)(10), .36(a),(c)

~~9.~~ *Agriculture Secretary*

The Secretary of Agriculture, or authorized representative from the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of districts receiving funding or providing benefits of programs authorized under the National School Lunch Act or the Child Nutrition Act~~.~~ **[see COB] for which the results will be reported in an aggregate form, on the conditions as follows:** ~~*20 U.S.C. 1232g(b)(1)(K)*~~

1. **Any data collected under this paragraph shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the United Stated Secretary of Education; and**

2. **Any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.**

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20 U.S.C. 1232g(b)(1)(K)

~~10.~~ *Child Welfare Agency*

An agency caseworker or other representative of a state or local child welfare agency **or tribal organization,** who has the right to access a student's case plan**, as defined and determined by the state or tribal organization,** when the agency **or organization** is legally responsible, in accordance with state **or tribal** law, for the care and protection of the student. ~~Records~~**Education records, or the personally identifiable information contained in such records,** of the student shall not be disclosed by the agency **or organization**, except to an individual or entity engaged in addressing the student's education needs and authorized by the agency **or organization** to receive the disclosure. ~~Any subsequent~~**A** disclosure must be consistent with state **or tribal** laws applicable to protecting the confidentiality of a student's education records. *20 U.S.C. 1232g(b)(1)(L)*

~~11.~~ *Directory Information*

Any person requesting directory information after a district has given public notice of that definition. [See Directory Information, below] *34 C.F.R. 99.37*

~~Written Consent~~

~~The parent or eligible student shall provide a signed and dated written consent before a district discloses personally identifiable information from a student's education records to any individual, agency, or organization other than the parent, the student, or those listed above. Such consent shall specify records to be released, the reason for such release, and to whom the records are to be released.~~

~~When a disclosure is made under written consent, if a parent or eligible student requests, the district shall provide a copy of the records disclosed and if the parent of a student who is not an eligible student requests, the district shall provide the student with a copy of the records disclosed.~~

~~*34 C.F.R. 99.30(c)*~~

Information Collection

U.S. ED–Funded Surveys (PPRA)

Under the Protection of Pupil Rights Amendment (PPRA), no student shall be required, as part of any program funded in whole or in part by the U.S. ED, to submit to a survey, analysis, or evaluation that reveals information concerning the following topics without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent:

1. Political affiliations or beliefs of the student or the student's parents.
2. Mental and psychological problems of the student or the student's family.

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3. Sex behavior and attitudes.

4. Illegal, anti-social, self-incriminating, and demeaning behavior.

5. Critical appraisals of other individuals with whom students have close family relationships.

6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers.

7. Religious practices, affiliations, or beliefs of the student or student's parent.

8. Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

20 U.S.C. 1232h(b)

Funded by Other Sources

Except as provided by 20 U.S.C. 1232h(a) or (b), as a condition of receiving funds from programs funded in whole or in part by the U.S. ED, a district shall develop and adopt policies, in consultation with parents, pursuant to 20 U.S.C. 1232h(c)(1), and provide for parent notification in accordance with 20 U.S.C. 1232h(c)(2). *20 U.S.C. 1232h(c)(1)–(4)* [See EF]

Subpoenaed Records

A district shall release student records in compliance with a judicial order, or pursuant to any lawfully issued subpoena, except when a parent is a party to a court proceeding involving child abuse and neglect (as defined in section 3 of the Child Abuse Prevention and Treatment Act [42 U.S.C. 5101 note]) or dependency matters, and the order is issued in the context of that proceeding, additional notice to the parent by the educational agency or institution is not required. *20 U.S.C. 1232g(b)(1)(J), (b)(2)(B)*

The educational agency or institution may disclose information under this section only if the agency or institution makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with:

1. A federal grand jury subpoena and the court has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed;

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2. Any other subpoena issued for a law enforcement purpose and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed; or

3. An ex parte court order obtained by the United States attorney general (or designee not lower than an assistant attorney general) concerning investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. 2331.

If the district initiates legal action against a parent or student, the district may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the district to proceed with the legal action as plaintiff.

If a parent or eligible student initiates legal action against a district, the district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the district to defend itself.

34 C.F.R. 99.31(a)(9)

Sex Offenders

A district may disclose personally identifiable information without consent if the disclosure concerns sex offenders and other individuals required to register under section 170101 of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. 14071, and the information was provided to the district under 42 U.S.C. 14071 and applicable federal guidelines. *34 C.F.R. 99.31(a)(16)*

Request Procedure

Upon request of a properly qualified individual, access to a student's education record shall be granted within a reasonable period of time, but not more than 45 days after it has received the request. A district shall respond to reasonable requests for explanations and interpretations of the records. *34 C.F.R. 99.10*

Records Destruction

A district shall not destroy any education records if there is an outstanding request to inspect and review the records. *34 C.F.R. 99.10(e)*

De-Identified Records

A district, or a party that has received education records or information from education records, may release the records or information without the parent's written consent after the removal of all personally identifiable information provided that the district or other party has made a reasonable determination that a student's identity is not personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information. *34 C.F.R. 99.31(b)(1)*

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Education Research

A district, or a party that has received education records or information from education records, may release de-identified student level data from education records for the purpose of education research by attaching a code to each record that may allow the recipient to match information received from the same source, provided that:

1. A district or other party that releases de-identified data under this section does not disclose any information about how it generates and assigns a record code, or that would allow a recipient to identify a student based on a record code;
2. The record code is used for no purpose other than identifying a de-identified record for purposes of education research and cannot be used to ascertain personally identifiable information about a student; and
3. The record code is not based on a student's social security number or other personal information.

34 C.F.R. 99.31(b)(2)

Authenticating Requestors' Identities

A district must use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from education records. *34 C.F.R. 99.31(c)*

Transfer Not Permitted

Personal information from student education records shall be transferred to a third party only on the condition that such party will not permit any other party to have access to such information without the written consent of the student's parent. If a third party permits access to information in violation of this policy or fails to destroy the information as required by 20 U.S.C. 1232g(b)(1)(F), a district shall not permit access to information from education records to that third party for a period of not less than five years. *20 U.S.C. 1232g(b)(4)(B); 34 C.F.R. 99.33(a)(1)*

A district shall inform a party to whom a disclosure is made of the requirements of 34 C.F.R. 99.33, unless the disclosure is made pursuant to a court order, lawfully issued subpoena, or litigation; the disclosed information is directory information; the disclosure concerns sex offenders; or the disclosure is made to a parent of a student who is not an eligible student or to a student. *34 C.F.R. 99.33(c)–(d)*

A district may disclose personally identifiable information with the understanding that the party receiving the information may make further disclosures of the information on behalf of the district if:

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1. The disclosures meet the requirements of 34 C.F.R. 99.31; and

2. The district has complied with the requirements of 34 C.F.R. 99.32(b) regarding the record of disclosure; or a state or local educational authority or federal official or agency listed requesting information through a subpoena or ex parte order has complied with the requirements of 34 C.F.R. 99.32(b)(2).

34 C.F.R. 99.33(b)

Record of Access to Student Records

Each school shall maintain a record, kept with the education record of each student that indicates all individuals, agencies, or organizations that have requested or obtained access to a student's education records, as well as the names of state and local educational authorities and federal officials and agencies listed in 34 C.F.R. 99.31(a)(3) that may make further disclosures of personally identifiable information from the student's education records without consent. A district must obtain a copy of the record of further disclosures maintained by the named authorities, officials, and agencies under 34 C.F.R. 99.32(b)(2) and make it available in response to a parent's request to review the record.

A district must record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception [see Health or Safety Emergency, above]:

1. The articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and

2. The parties to whom the district disclosed the information.

34 C.F.R. 99.32

The records shall include at least the name of the person or agency that made the request and the legitimate interest the person or agency had in the information. The record will be maintained as long as the district maintains the student's education record. The record of access shall be available only to parents, school officials responsible for custody of the records, and those state, local, and federal officials authorized to audit the operation of the system. *20 U.S.C. 1232g(b)(4)(A); 34 C.F.R. 99.33(a)(2)*

The record shall not include requests for access by, or access granted to, parents of the student or officials of a district, requests accompanied by prior written consent of the parent, requests for directory information, or a party seeking or receiving records in accordance with a subpoena or ex parte order. *34 C.F.R. 99.32(d)*

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Right to Amend

The parent of a student whose records are covered by this policy may ask a district to amend the student's record if the parent believes it contains information that is inaccurate, misleading, or in violation of the student's right of privacy or other rights. If a district decides not to amend the education records requested, it shall inform the parent of its decision and his or her right to a hearing to challenge the content of the student's education records. *34 C.F.R. 99.20*

If a district decides to amend the records as a result of the hearing, it shall inform the parent in writing. If, as a result of the hearing, the district decides not to amend the records, it shall inform the parent of the right to place a statement in the records commenting on the contested information and/or stating why the parent disagrees with the decision of the district. Any explanation shall be maintained with the contested part of the record for as long as the record is maintained and shall be disclosed whenever the contested portion of the record is disclosed. *34 C.F.R. 99.21*

Fees for Copies

No fee shall be charged to search for or to retrieve the education records of a student. A fee may be charged for a copy of education records which is made for the parent or an eligible student, unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review those records. *20 U.S.C. 1232g; 34 C.F.R. 99.11; Education Code 26.012*

Records of Students with Disabilities

A district shall permit parents to inspect and review education records collected, maintained, or used for purposes of identifying, evaluating, placing, or educating students with disabilities. *34 C.F.R. 300.613(a)*

Access Rights

In addition to policies applicable to all student records, the following guidelines shall apply when parents of a student with disabilities request to review or inspect district records relating to the education of their child:

1. Parents may request that a representative inspect and review the records. *34 C.F.R. 300.613(b)(3)*

2. A district shall comply with a request without unnecessary delay and before any meeting regarding an individualized education program (IEP) or hearing relating to the identification, evaluation, or placement of the child, and in no case longer than 45 days after the request. *34 C.F.R. 300.613(a)*

3. A district shall keep a record of persons obtaining access to these student records (except access by parents and authorized employees), including name, date of access, and the

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purpose for which the person is authorized to use the records. *34 C.F.R. 300.614*

Record Types and Locations A district shall provide parents on request a list of types and locations of education records. *34 C.F.R. 300.616*

Parental Consent Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. A district may not release information from these records without parental consent except as provided in FERPA. *34 C.F.R. 300.622*

Confidentiality A district shall protect the confidentiality of personally identifiable information in collection, storage, disclosure, and destruction of records. One official in a district shall assume responsibility for ensuring confidentiality of personally identifiable information. All persons collecting or using this information shall receive training or instruction concerning the legal requirements involved in handling these records. A district shall maintain for public inspection a current listing of the names and positions of employees who may have access to this information. *34 C.F.R. 300.623*

Information Destruction A district shall inform parents when personally identifiable information collected, maintained, or used to provide special education and related services is no longer needed to provide educational services to the student. Such information shall be destroyed at the request of the parents.

A permanent record of the student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

34 C.F.R. 300.624

Annual Notification of Rights A district shall give parents of students in attendance and eligible students in attendance annual notification of their rights under FERPA.

The notice must inform parents or eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights;

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3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the Act and 34 C.F.R. 99.31 authorize disclosure without consent; and

4. File with the U.S. ED a complaint under 34 C.F.R. 99.63 and 99.64 concerning alleged failures by the district to comply with the requirements of the Act and 34 C.F.R. Part 99.

The notice must include all of the following:

1. The procedure for exercising the right to inspect and review education records.

2. The procedure for requesting amendment of records under 34 C.F.R. 99.20.

3. If the district has a policy of disclosing education records under 34 C.F.R. 99.31(a)(1), a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

A district may provide this notice by any means that are reasonably likely to inform the parents or eligible students of their rights.

A district shall effectively notify parents who are disabled and parents of students who have a primary or home language other than English.

20 U.S.C. 1232g(e); 34 C.F.R. 99.7

Directory Information

"Directory Information" Defined

"Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information includes the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, dates of attendance, grade level, enrollment status, participation in officially recognized activities and sports, weight and height of members of athletic teams, honors and awards received, and the most recent educational agency or institution attended. "Directory information" does not include a student's:

1. Social security number; or

2. Student identification (ID) number, unless:

   a. The student ID number, user ID number, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems cannot be used to gain access to education records except when used in conjunction with one or more factors that

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authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user; or

b. The student ID number or other unique personal identifier that is displayed on a student ID badge cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.

34 C.F.R. 99.3

Disclosure of Directory Information

A district may release directory information if it has given public notice to parents of students in attendance and eligible students in attendance at the district of:

1. The types of personally identifiable information that it has designated as directory information.
2. A parent's or eligible student's right to refuse to let the district designate any or all of those types of information about the student as directory information.
3. The period of time within which the parent has to notify the district in writing that he or she does not want any or all of those types of information about the student designated as directory information.

Restrictions on the Right of Refusal

A parent or eligible student may not use the right of refusal to opt out of directory information disclosures to prevent a district from disclosing or requiring a student to disclose the student's name, identifier, or institutional email address in a class in which the student is enrolled or to prevent a district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the district as directory information in the public notice provided under this section.

Former Students

A district may disclose directory information about former students without satisfying the public notice conditions above. However, the district must continue to honor any valid request to opt out of the disclosure of directory information made while a student was in attendance unless the student rescinds the opt-out request.

Confirmation of Identity or Records

A district may not disclose or confirm directory information without meeting the written consent requirements in 34 C.F.R. 99.30 if a student's social security number or other non-directory information

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is used alone or combined with other data elements to identify or help identify the student or the student's records.

34 C.F.R. 99.3, .37

Homeless Students

Information about a homeless child's living situation shall be treated as a student education record, and shall not be deemed to be directory information. *42 U.S.C. 11432(g)(3)(G)*

Directory Information Designation

A district may designate as directory information any or all information defined as directory information by FERPA. Directory information under that Act that is not designated by a district as directory information for that district is excepted from disclosure by the district under Government Code Chapter 552. [See GBA]

Directory information consented to by a parent for use only for a limited school-sponsored purpose, such as for a student directory, student yearbook, or district publication, if any such purpose has been designated by a district, remains otherwise confidential and may not be released under Government Code Chapter 552.

Annual Notice

A district shall provide the following to the parent of each district student, at the beginning of each school year or on enrollment of the student after the beginning of the school year:

1. A written explanation of the provisions of FERPA regarding the release of directory information about the student; and
2. Written notice of the right of the parent to object to the release of directory information about the student under FERPA.

Contents

The notice must contain:

1. The following statement in boldface type that is 14-point or larger: "Certain information about district students is considered directory information and will be released to anyone who follows the procedures for requesting the information unless the parent or guardian objects to the release of the directory information about this student. If you do not want [insert name of district] to disclose directory information from your child's education records without your prior written consent, you must notify the district in writing by [insert date]. [Insert name of district] has designated the following information as directory information: [Here the district must include any directory information it chooses to designate as directory information for the district, such as a student's name, address, telephone listing, electronic mail address, photograph, degrees, honors, and awards received, date and place of birth, major field of study, dates of attendance, grade level, most recent education institution attended, participation in officially recognized

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activities and sports, and the weight and height of members of athletic teams.]";

2. A form, such as a check-off list or similar mechanism, that:

   a. Immediately follows, on the same page or the next page, the required statement; and

   b. Allows a parent to record:

      (1) The parent's objection to the release of all directory information or one or more specific categories of directory information if district policy permits the parent to object to one or more specific categories of directory information;

      (2) The parent's objection to the release of a secondary student's name, address, and telephone number to a military recruiter or institution of higher education; and

      (3) The parent's consent to the release of one or more specific categories of directory information for a limited school-sponsored purpose if such purpose has been designated by the district and is specifically identified, such as for a student directory, student yearbook, or district publication; and

3. A statement that federal law requires districts receiving assistance under the Elementary and Secondary Education Act of 1965 to provide a military recruiter or an institution of higher education, on request, with the name, address, or telephone number of a secondary student unless the parent has advised the district that the parent does not want the student's information disclosed without the parent's prior written consent.

Education Code 26.013

Student Recruiting Information

Notwithstanding the Directory Information provisions above, each district receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) shall provide, on a request made by a military recruiter or an institution of higher education, access to secondary school students' names, addresses, and telephone listings unless a student's parent has submitted the prior consent request below.

Consent to Release

A student who has attained 18 years of age or a parent of a secondary school student may submit a written request to a district that the student's name, address, and telephone listing not be released for purposes described above without prior written consent.

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Upon receiving such request, a district may not release the student's name, address, and telephone listing for such purposes without the prior written consent of the parent or student. A district shall notify parents of the option to make a request.

No Opt-In Process

Nothing in this provision shall be construed to allow a district to withhold access to a student's name, address, and telephone listing from a military recruiter or institution of higher education by implementing an opt-in process or any other process other than the written consent request process above.

20 U.S.C. 7908

A district shall:

1. Provide to military recruiters the same access to secondary school students as is provided generally to postsecondary educational institutions or to prospective employers of those students; and

2. Upon a request made by military recruiters for military recruiting purposes, provide access to secondary school student names, addresses, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available), and telephone listings, notwithstanding directory information requirements in FERPA [see above].

A district shall notify parents of their right to submit a request to the district that the student's name, address, electronic mail address, and telephone listing not be released.

10 U.S.C. 503(c)(1)(A)–(B) [See also GKC]

Videotapes and Recordings

A district employee must obtain the written consent of a child's parent before the employee may make or authorize the making of a videotape of a child or record or authorize the recording of a child's voice.

Exceptions

A district employee is not required to obtain the consent of a child's parent before the employee may make a videotape of a child or authorize the recording of a child's voice if the videotape or voice recording is to be used only for:

1. The purposes of safety, including the maintenance of order and discipline in common areas of the school or on school buses;

2. A purpose related to a cocurricular or extracurricular activity;

3. A purpose related to regular classroom instruction;

4. Media coverage of the school; or

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5. A purpose related to the promotion of student safety under Education Code 29.022.

Education Code 26.009 [See EHA, EHBAF, FM, and FO]

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Please Note: *This manual does not have policies in all codes. The coding structure is common to all TASB manuals and is designed to accommodate expansion of both (LEGAL) and (LOCAL) policy topics and administrative regulations.*

SECTION G: COMMUNITY AND GOVERNMENTAL RELATIONS

GA ACCESS TO PROGRAMS, SERVICES, AND ACTIVITIES

GB PUBLIC INFORMATION PROGRAM
GBA **Access to Public** Information ~~Access~~
GBAA Requests for Information
GBB School Communications Program
GBBA News Media Relations

GC PUBLIC NOTICES

GE RELATIONS WITH PARENT ORGANIZATIONS

GF PUBLIC COMPLAINTS

GK COMMUNITY RELATIONS
GKA Conduct on School Premises
GKB Advertising and Fundraising
GKC Visitors
GKD Nonschool Use of School Facilities
GKDA Distribution of Nonschool Literature
GKE Business, Civic, and Youth Groups
GKF Cultural Institutions
GKG School Volunteer Program

GN RELATIONS WITH EDUCATIONAL ENTITIES
GNA Other Schools and Districts
GNB Regional Education Service Centers
GNC Colleges and Universities
GND State Education Agency
GNE Education Accreditation Agencies

GR RELATIONS WITH GOVERNMENTAL ENTITIES
GRA State and Local Governmental Authorities
GRAA Law Enforcement Agencies
GRAC Juvenile Service Providers
GRB Interlocal Cooperation Contracts
GRC Emergency Management

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Public Information Defined

For purposes of Government Code Chapter 552 (Public Information Act), "public information" means information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. By a board;
2. For a board and the board:
   a. Owns the information;
   b. Has a right of access to the information; or
   c. Spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. By an individual officer or employee of a district in the officer's or employee's official capacity and the information pertains to official business of the district.

"Official business" means any matter over which ~~a~~**the board or** district has any authority, administrative duties, or advisory duties.

Information is "in connection with the transaction of official business" if the information is created by, transmitted to, received by, or maintained by an officer or employee of the district in the officer's or employee's official capacity, or a person or entity performing official business or a governmental function on behalf of a district, and pertains to official business of the district.

The definition of "public information" above applies to and includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business.

Gov't Code 552.002(a)–(a-2), .003(2-a)

Forms of Public Information

The general forms in which the media containing public information exist include a book, paper, letter, document, email, internet posting, text message, instant message, other electronic communication, printout, photograph, film, tape, microfiche, microfilm, photostat, sound recording, map, and drawing and a voice, data, or video representation held in computer memory.

The media on which public information is recorded include:

1. Paper;
2. Film;
3. A magnetic, optical, solid state, or other device that can store an electronic signal;

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4. Tape;
5. Mylar; and
6. Any physical material on which information may be recorded, including linen, silk, and vellum.

Gov't Code 552.002(b)–(c)

Preservation of Information

A district may determine a time for which information that is not currently in use will be preserved, subject to any applicable rule or law governing the destruction and other disposition of state and local government records or public information.

The provisions of Chapter 441, Government Code and Title 6, Local Government Code (Local Government Records Act), governing the preservation, destruction, or other disposition of records or public information apply to records and public information held by a temporary custodian.

Gov't Code 552.004(a), (c) [See BBI, CPC, DH]

Temporary Custodians

"Temporary custodian" means an officer or employee of a district who, in the transaction of official business, creates or receives public information that the officer or employee has not provided to the officer for public information or the officer's agent. The term includes a former officer or employee who created or received public information in the officer's or employee's official capacity that has not been provided to the officer for public information or the officer's agent. *Gov't Code 552.003(7)*

~~No Property Right to~~**Ownership of** Public Information

A current or former board member or employee of a district does not have, by virtue of the board member's or employee's position or former position, a personal or property right to public information the board member or employee created or received while acting in an official capacity.

Surrender or Return of Public Information

A temporary custodian with possession, custody, or control of public information shall surrender or return the information to the district not later than the 10th day after the date the officer for public information or the officer's agent requests the temporary custodian to surrender or return the information.

Disciplinary Action

A temporary custodian's failure to surrender or return public information as required is grounds for disciplinary action by the district or any other applicable penalties provided by the Public Information Act or other law.

~~Calculating Timelines~~

~~For purposes of requesting an attorney general opinion related to information surrendered or returned to a district by a temporary custodian, the district is considered to receive the request for that~~

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~~information on the date the information is surrendered or returned to the district. [See GBAA]~~

Gov't Code 552.233

~~**Online Message Board**~~

~~If a board maintains an online message board or similar internet application under Government Code 551.006 [see BBI], and the board removes from the online message board or similar internet application a communication that has been posted for at least 30 days, the board shall maintain the posting for a period of six years. This communication is public information and must be disclosed in accordance with the Public Information Act. *Gov't Code 551.006(d)*~~

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Note: **. For forms prescribed by the attorney general, see the** Attorney General's Public Information website

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~~**Right of Access to Public Information**~~

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.[1]

Public Information

See GB(LEGAL) for the definition of public information.

Availability of Public Information

Public information is available~~,~~ **to the public** at a minimum~~, to the public~~ during ~~a district's~~**the** normal business hours~~. *Gov't Code 552.021*~~

~~**Information That Must Be Disclosed**~~

~~The following categories of information are public information and not excepted from required disclosure unless made confidential under~~ **of a district.** Government Code Chapter 552 **(Public Information Act [PIA]) does not authorize the withholding of public information or limit the availability of public information to the public, except as expressly provided by the PIA. *Gov't Code 552.006, .021***

Special Rights of Access

Person Whose Information the District Holds

A person or a person's authorized representative has a special right of access, beyond the right of the general public, to information held by the district that relates to the person and that is protected from public disclosure by laws intended to protect that person's privacy interests. A district may not deny this access on the grounds that the information is considered confidential by privacy principles under the Public Information Act but may assert as grounds for denial other provisions of the PIA or other law not intended to protect the person's privacy interests. Access to information under this provision shall be provided in the manner prescribed by Government Code 552.229 (consent to release) and 552.307 (timely release), below. *Gov't Code 552.023(a), (b), (e)*

Board Members

For information on board members' special access rights to district information, see BBE.

Parents

A district that receives a request from a parent for public information relating to the parent's child shall comply with the Public Information Act. *Education Code 26.0085(e)*

For information on parents' special access rights to their child's education records, see FL.

Information That Must Be Disclosed

The following categories of information are public information and not excepted from required disclosure unless made confidential under **the Public Information Act** or other law:

1. A completed report, audit, evaluation, or investigation made of, for, or by a board **or district**, except as provided in Government Code 552.108.

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2. The name, sex, ethnicity, salary, title, and dates of employment of each employee and officer of a district.

3. Information in an account, voucher, or contract relating to the receipt or expenditure of public **or other** funds **by a board**.

4. The name of each official and the final record of voting on all proceedings of a board.

5. All working papers, research material, and information used to estimate the need or expenditure of public funds or taxes by a board, on completion of the estimate.

6. A description of a district's **central and campus** organization ~~and~~**, including** where, from whom, and how the public may obtain information, submit information or requests, and obtain decisions.

7. A statement of the general course and method by which a district's functions are channeled and determined, including the nature and requirements of all formal and informal policies and procedures.

8. A rule of procedure, **a** description of forms available or the places ~~where~~**at which** forms may be obtained, and instructions relating to the scope and content of all papers, reports, or examinations.

9. A substantive rule of general applicability adopted or issued by a board **as authorized by law,** and a statement of general policy or interpretation of general applicability formulated and adopted by the board.

10. ~~Any~~**Each** amendment, revision, or repeal of the information described in items 6–9.

11. Final opinions and orders issued in **the** adjudication of cases.

12. A policy statement or interpretation adopted or issued by a board.

13. Administrative manuals and instructions to staff that affect a member of the public.

14. Information regarded as open to the public under a district's policies.

15. Information that is in a bill for attorney's fees and that is not privileged under the attorney-client privilege.

16. Information that is also contained in a public court record.

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17. A settlement agreement to which a board is a party.

Gov't Code 552.022

Contracting Information

~~Certain "contracting~~**Contracting** information~~,"~~**,** as that term is defined in Government Code 552.003(1-a~~),~~**) [see GBAA],** is public and must be released unless excepted from disclosure under the Public Information Act~~ (PIA).~~**.** The exceptions to disclosure provided by Government ~~Codes~~**Code** 552.110 (trade secrets) and 552.1101 (proprietary information) do not apply to ~~certain~~**the** types of contracting information~~.~~ **listed at Government Code 552.0222(b).** *Gov't Code 552.0222(a), (b)* **[See GBAA for additional procedures related to contracting information.]**

Investment Information

Certain ~~district investment~~**categories of** information **held by a district relating to its investments**, as specified by Government Code 552.0225~~, is~~**(b), are** public information and not excepted from disclosure~~.~~ **under the Public Information Act.** *Gov't Code 552.0225*

~~*Security System Information*~~

~~Financial information in the possession of a district that relates to the expenditure of funds by a district for a security system is public information that is not excepted from required disclosure under the PIA. *Gov't Code 418.182(b)*~~

~~*Body-Worn Camera*~~

~~Except as set forth at Occupations Code Chapter 1701, Subchapter N, a recording from a body-worn camera that is or could be used as evidence in a criminal prosecution is subject to the requirements of the PIA.~~

~~However, a law enforcement agency may not release any portion of a recording made in a private space, or of a recording involving the investigation of conduct that constitutes a misdemeanor punishable by fine only and does not result in arrest, without written authorization from the person who is the subject of that portion of the recording or, if the person is deceased, from the person's authorized representative.~~

~~*Occupations Code 1701.661*~~

~~Personal Information~~

~~*Employees and Officials*~~

~~Each employee or official of a district and each former employee or official of a district shall choose whether to allow public access to information in the custody of the district that relates to the person's home address, home telephone number, emergency contact information, or social security number, or that reveals whether the person has family members. A district may not require an employee or former employee of the district to choose whether to allow public access to the employee's or former employee's social security number.~~

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~~Each employee and official and each former employee and official of the district shall state that person's choice to the main personnel officer of the district in a signed writing not later than the 14th day after the date on which the employee begins employment with the district, the official is elected or appointed, or the former employee or official ends service with the district. If an employee or official or a former employee or official fails to state the person's choice within 14 days, the information is subject to public access. An employee or official or former employee or official of a district who wishes to close or open public access to the information may request in writing that the main personnel officer of the district close or open access. Exercising the option to close public access to protect personal information does not apply to an open records request made before the option was exercised.~~

~~These requirements do not apply to a person to whom Government Code 551.1175 applies, including a peace officer, commissioned security officer, or elected public officer.~~

~~*Gov't Code 552.024; Tex. Atty. Gen. ORD-530 (1989)*~~

~~*Notice to Requestor*~~

~~If an employee or board member has opted to restrict public access to his or her personal information, the district may redact the personal information from any information the district discloses without the necessity of requesting a decision from the attorney general. *Gov't Code 552.024(c)*~~

~~If a district redacts information under this provision, the district shall provide the information required by Government Code 552.024(c-2) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter. *Gov't Code 552.024(c-2)*~~

~~Special Rights of Access~~

~~*Employees*~~

~~An employee or an employee's authorized representative has a special right of access, beyond the right of the general public, to information held by the district that relates to the employee and that is protected from public disclosure by laws intended to protect the employee's privacy interests. [See DBA] *Gov't Code 552.023*~~

~~*Board Members*~~

~~When acting in the member's official capacity, a board member has an inherent right of access to information, documents, and records maintained by the district. "Official capacity" means all duties of office and includes administrative decisions or actions. [See BBE] *Education Code 11.1512; Atty. Gen. Op. JM-119 (1983)*~~

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~~Information District Is Not Required to Release~~

~~*Commercial Information*~~

~~A district is not required to allow the inspection of or to provide a copy of information in a commercial book or publication purchased or acquired by the district for research purposes, if the book or publication is commercially available to the public. Although information in a book or publication may be made available to the public as resource material, such as a library book, a district is not required to make a copy of the information in response to a request for public information. The district shall allow the inspection of information in a book or publication that is made part of, incorporated into, or referred to in a rule or policy of the district. *Gov't Code 552.027*~~

~~*Request for Information from Incarcerated Individual*~~

~~A district is not required to accept or comply with a request for information from an individual who is imprisoned or confined in a correctional facility or an agent of that individual, other than the individual's attorney when the attorney is requesting information that is subject to disclosure under the PIA. This section does not prohibit a district from disclosing to an incarcerated individual or the individual's agent information that pertains to the individual. *Gov't Code 552.028*~~

~~Voluntary Disclosure~~

~~A board or the officer for public information voluntarily may make part or all of its records available to the public, unless the disclosure is expressly prohibited by law or the records are confidential by law. *Gov't Code 552.007*~~

Confidential Information ~~Under the Public Information Act or Other Law Information~~ That ~~May~~Must Not Be Disclosed

A person commits ~~a misdemeanor~~**an** offense if the person distributes information considered confidential under the terms of the ~~PIA.~~**Public Information Act.** A violation ~~of~~**under** this ~~section~~**provision** also constitutes official misconduct. *Gov't Code 552.352*

Confidential by Law

Information is excepted from public disclosure if it is information considered to be confidential by law, either constitutional, statutory, or by judicial decision. *Gov't Code 552.101*

Note: **For confidentiality and access provisions addressed by specific statutes other than Government Code Chapter 552 (Public Information Act), see the applicable policy code.**

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Privileged Attorney-Client Information

The Texas Rules of Civil Procedure and the Texas Rule of Evidence are "other law" within the meaning of Government Code 552.022 (allowing "other law" to make information confidential from required disclosure). A district does not forfeit the attorney-client privilege by failing to timely request an attorney general's decision, and the privilege is sufficiently compelling to rebut the presumption of public disclosure after an untimely request. *In re City of Georgetown, 53 S.W.3d 328, 336 (Tex. 2001); Paxton v. City of Dallas, 509 S.W.3d 247 (Tex. 2017)*

The attorney-client privilege does not apply if the attorney or attorney's representative acts in a capacity other than that of providing or facilitating professional legal services to the client. *Harlandale Indep. Sch. Dist. V. Cornyn, 25 S.W.3d 328 (Tex. App.–Austin 2000, pet. Denied)*

Closed Meeting Records

The certified agenda or tape recording of a closed meeting is available for public inspection only under a court order issued in litigation in a district court involving an alleged violation of the Open Meetings Act. *Gov't Code 551.104(c); Atty. Gen. ORD 684 (2009)*

[For information regarding minutes or recording of an open meeting, see BE.]

Student **Education** Records

~~Information is confidential and excepted from required disclosure if it is information in a student record at a district.~~

~~"Student~~**The Public Information Act does not require the release of information contained in education records of the district, except in conformity with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232g (FERPA).**

In this provision, "student record" means information that constitutes education records as that term is defined by ~~the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g(a)(4)) [see FL] and~~**FERPA or** information in a record of an applicant for admission to an educational institution, including a transfer applicant.

Information is confidential and excepted from required disclosure if it is information in a student record at a district.

~~A~~**The** district ~~may disclose~~**is not prohibited from disclosing** or ~~provide~~**providing** information included in an education record ~~as~~**if the disclosure or provision is** authorized by ~~20 U.S.C. Section 1232g~~**FERPA** or other federal law. ~~[See FL]~~ In addition, a student record shall be made available ~~upon~~**on the** request ~~to~~**of** district personnel, the student, the student's parents, **legal** guardian, or

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spouse, or a person conducting a child abuse investigation required by Family Code Chapter 261, Subchapter D.

Except as ~~set forth in federal law (the Family Educational Rights and Privacy Act), a district shall not release personally identifiable~~ **provided by Government Code 552.114(e) (**information in ~~education~~**enrollment or transfer** records~~ without the written consent of the student's parents.~~

~~A~~**, below), a** district may redact information ~~that constitutes~~ **in** a student record from information **required to be** disclosed under the ~~PIA~~**Public Information Act** without requesting a decision from the attorney general.

Gov't Code 552.026, .114 [See FL]

Enrollment or Transfer Information

If an applicant**, or a parent or legal guardian of a minor applicant,** for admission to an educational institution funded wholly or partly by state revenue~~, or a parent or legal guardian of a minor applicant to such an educational institution,~~ requests information in the record of the applicant, the district shall disclose any information that is related to the application for admission and was provided to the district by the applicant. ***Gov't Code 552.114(e)***

Student Victim Information

The name of a person who is enrolled in a public or private primary or secondary school and involved in an improper relationship with an educator as provided by Penal Code 21.12(a) may not be released to the public and is not public information subject to disclosure. *Penal Code 21.12(d)*

The name of a student or minor who is the victim of abuse or unlawful conduct by an educator is not public information subject to disclosure. *Education Code 21.006(h)*~~*Gov't Code 552.026, .114* [See FL]~~

Juvenile Law Enforcement Records

Except as provided by Family Code 58.008(c) (person with a determinate sentence), law enforcement records concerning a child, as defined by Family Code 51.02(2), and information concerning a child that are stored by electronic means or otherwise and from which a record could be generated may not be disclosed to the public. *Family Code 58.008(b)*

Law enforcement records concerning a child may be inspected or copied by:

1. **A juvenile justice agency, as defined by Family Code 58.101;**
2. **A criminal justice agency, as defined by Government Code 411.082;**

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3. The child;

4. The child's parent or guardian; or

5. The chief executive officer or the officer's designee of a primary or secondary school where the child is enrolled only for the purpose of conducting a threat assessment or preparing a safety plan related to the child. [See FFB]

Family Code 58.008(d), (d-1)

Exclusions

These provisions do not apply to a record relating to a child that is required or authorized to be maintained under the laws regulating the operation of motor vehicles in Texas or subject to disclosure under Code of Criminal Procedure Chapter 62 (registered sex offenders). *Family Code 58.008(a)*

Certain Personnel Information

Note: **For previous determinations by the attorney general allowing governmental bodies to withhold specific categories of information in personnel records, including direct deposit forms; employment forms I-9, W-2, W-4; and fingerprints, without the necessity of requesting an attorney general decision, see Attorney General Open Records Decision (ORD) 684 (2009).**

Employee Social Security Numbers

The social security number of an employee of a district in the custody of the district is confidential. *Gov't Code 552.147(a-1)*

~~The social security number of an employee of a district in the custody of the district is confidential. *Gov't Code 552.147(a-1)*~~

~~*Evaluations*~~

~~A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the~~

Invasion of Privacy

Information is excepted from public disclosure if it is information in a personnel file, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, except that all information in the personnel file of a district employee is to be made available to that employee or the employee's designated representative as public information is made available under the Public Information Act. The exception to public disclosure created by this provision is in addition to any exception created by Government Code 552.024. Public access to personnel information covered by Government Code 552.024 is denied to the extent provided by that provision. *Gov't Code 552.102(a)*

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Employee Birth Dates

Disclosure of employee birth dates would constitute a clearly unwarranted invasion of personal privacy, and thus such dates are excepted from disclosure under Government Code 552.102(a). *Texas Comptroller of Public Accts. v.~~PIA~~ Atty. Gen'l of Texas, 354 S.W.3d 336 (Tex. 2010)*

College Transcripts

Information is excepted from public disclosure if it is a transcript from an institution of higher education maintained in the personnel file of a professional employee, except that this provision does not exempt from disclosure the degree obtained or the curriculum on a transcript in the personnel file of the employee. ***Gov't Code 552.102(b)***

Evaluations

A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the ~~.~~**Public Information Act.**

At the request of a school district, open-enrollment charter school, or private school at which a teacher or administrator has applied for employment, a district shall give the requesting district or school a document evaluating the performance of a teacher or administrator employed by the school.

A district shall give the Texas Education Agency (TEA) a document evaluating the performance of a teacher or administrator employed by the district for purposes of an investigation conducted by TEA.

Education Code 21.355(a), (c), (d)

Educator Certification Exam

The results of an educator certification examination are confidential and are not subject to disclosure, unless the disclosure is regarding notification to a parent of the assignment of an uncertified teacher to a classroom as required by Education Code 21.057. *Education Code 21.048(c-1)*

Employee Accused of Improper Relationship with Student

A primary or secondary school may not release externally to the general public the name of an employee who is accused of committing an offense under Penal Code 21.12 (improper relationship between educator and student) until the employee is indicted for the offense. The school may release the name of the accused employee regardless of whether the employee has been indicted for the offense as necessary for the school to:

1. Report the accusation:

a. To TEA, another state agency, or local law enforcement or as otherwise required by law; or

b. To the school's community in accordance with the school's policies or procedures; or

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2. Conduct an investigation of the accusation.

Penal Code 21.12(d-1)

Credit Card, Debit Card, Charge Card, and Access Device Numbers

A credit card, debit card, charge card, or access device number that is collected, assembled, or maintained by or for a district is confidential.

"Access device" means a card, plate, code, account number, personal identification number, electronic serial number, mobile identification number, or other telecommunications service, equipment, or instrument identifier or means of account access that alone or in conjunction with another device may be used to:

1. Obtain money, goods, services, or another thing of value; or
2. Initiate a transfer of funds other than a transfer originated solely by paper instrument.

A district may redact credit card, debit card, charge card, or access device numbers from any information the district discloses without the necessity of requesting a decision from the attorney general. The district shall provide the information required by Government Code 552.136**(e)** to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter.

Gov't Code 552.136

Email Addresses **of the Public**

~~Confidential~~

An email address of a member of the public that is provided for the purpose of communicating electronically with a district is confidential and not subject to disclosure unless the member of the public affirmatively consents to its release.

~~Exceptions~~

This confidentiality does not apply to an email address:

1. Provided to a district by a person who has a contractual relationship with the district or by the contractor's agent;
2. Provided to a district by a vendor who seeks to contract with the district or by the vendor's agent;
3. Contained in a response to a request for bids or proposals, contained in a response to similar invitations soliciting offers or information relating to a potential contract, or provided to a district in the course of negotiating the terms of a contract or potential contract;
4. Provided to a district on a letterhead, coversheet, printed document, or other document made available to the public; or

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5. Provided to a district for the purpose of receiving orders or decisions from the district, or for the purpose of providing public comment on or receiving notices related to an application for a license. A "license" under this ~~section~~**provision** includes a state agency permit, certificate, approval, registration, or similar form of permission required by law.

A district may also disclose an email address for any reason to another governmental body or to a federal agency.

*Gov't Code 552.137, 2001.003(2)**; Atty.** Gen. ORD 684 (2009)*

~~*Victim of Abuse or Improper Relationship*~~

~~The name of a person who is enrolled in a public or private primary or secondary school and involved in an improper relationship with an educator as provided by Penal Code 21.12(a) may not be released to the public and is not public information subject to disclosure. *Penal Code 21.12(d)*~~

~~The name of a student or minor who is the victim of abuse or unlawful conduct by an educator is not public information subject to disclosure. *Education Code 21.006(h)*~~

~~*Employee Accused of Improper Relationship Between Educator and Student*~~

~~A primary or secondary school may not release externally to the general public the name of an employee who is accused of committing an offense under Penal Code 21.12 (improper relationship between educator and student) until the employee is indicted for the offense. The school may release the name of the accused employee regardless of whether the employee has been indicted for the offense as necessary for the school to:~~

~~1. Report the accusation:~~

~~a. To TEA, another state agency, or local law enforcement or as otherwise required by law; or~~

~~b. To the school's community in accordance with the school's policies or procedures; or~~

~~2.~~**1.** ~~Conduct an investigation of the accusation.~~

~~*Penal Code 21.12(d-1)*~~

~~*Crime Victims*~~

~~Information relating to a participant in the Address Confidentiality Program for Victims of Family Violence, Sexual Assault or Abuse, Stalking, or Trafficking of Persons under Code of Criminal Procedure Chapter 58, Subchapter B is confidential, except as provided by Code of Criminal Procedure 58.061, and may not be disclosed under the PIA. *Code of Criminal Procedure 58.060*~~

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~~A district employee who is a victim under the Crime Victim Compensation Act may elect whether to allow public access to information held by the district that would identify or tend to identify the victim, including a photograph or other visual representation of the victim. The election must be made in writing on a form developed by the district, signed by the employee, and filed with the district before the third anniversary of the latest to occur of one of the following:~~

~~1. The date the crime was committed;~~

~~2.~~ ~~**1.**~~ ~~The date employment begins; or~~

~~3.~~ ~~**1.**~~ ~~The date the governmental body develops the form and provides it to employees.~~

~~If the employee fails to make an election, the identifying information is excepted from disclosure until the third anniversary of the date the crime was committed. In case of disability, impairment, or other incapacity of the employee, the election may be made by the guardian of the employee or former employee.~~

~~*Gov't Code 552.132*~~

~~Location or Layout of Shelter Centers~~

~~Information that relates to the location or physical layout of a family violence shelter center or victims of trafficking shelter center is confidential. *Gov't Code 552.138(b-1)*~~

~~Criminal History Records~~

~~Information collected to comply with Education Code Chapter 22, Subchapter C (criminal records), including the person's name, address, phone number, social security number, driver's license number, other identification number, and fingerprint records, is confidential and may not be released except to comply with Subchapter C, by court order, or with the consent of the person who is the subject of the information. *Education Code 22.08391*~~

~~Criminal history record information obtained by the district from the Texas Department of Public Safety may not be disclosed to any person except:~~

~~1. The person who is the subject of the information;~~

~~2. The Texas Education Agency;~~

~~3.~~ ~~**1.**~~ ~~The State Board for Educator Certification;~~

~~4.~~ ~~**1.**~~ ~~The chief personnel officer of the transportation company if the information was obtained under Government Code 411.097(a)(2) with respect to a transportation company that contracts with the district to provide student transportation; or~~

~~5.~~ ~~**1.**~~ ~~By court order.~~

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~~*Gov't Code 411.097(d)(1)* [See CJA, DBAA, and DHB]~~

~~Sensitive Crime Scene Image~~

~~A sensitive crime scene image in the custody of a district is confidential and excepted from the requirements of the PIA, regardless of the date that the image was taken or recorded.~~

~~"Sensitive crime scene image" means a photograph or video recording taken at a crime scene, contained in or part of a closed criminal case, that depicts a deceased person in a state of dismemberment, decapitation, or similar mutilation or that depicts the deceased person's genitalia. A district may not permit a person to view or copy the image except as provided by Government Code 552.1085.~~

~~*Gov't Code 552.1085(a)(6), (c)*~~

~~*School Marshal Identity*~~

~~The identity of a school marshal appointed under Education Code 37.0811 is confidential except as provided by Occupations Code 1701.260(j).~~

~~If a parent or guardian of a student enrolled at a school inquires in writing, the district shall provide the parent or guardian written notice indicating whether any employee of the school is currently appointed a school marshal. The notice may not disclose the identity of the school marshal.~~

~~*Education Code 37.0811(g), (h)*~~

~~*Closed Meeting Recording / Certified Agenda*~~

~~The certified agenda or tape recording of a closed meeting is available for public inspection only under a court order issued in litigation in a district court involving an alleged violation of the Open Meetings Act. *Gov't Code 551.104(c); Atty. Gen. ORD-684 (2009)*~~

~~*Security Information*~~

~~Except as provided by the Texas Homeland Security Act, Government Code 418.182, information, including access codes and passwords, in the possession of a district that relates to the specifications, operating procedures, or location of a security system used to protect public or private property from an act of terrorism or related criminal activity is confidential. *Gov't Code 418.182(a)*~~

~~6.~~**1.** ~~The following information is confidential under Subchapter C of the PIA:A computer network vulnerability report;~~

~~7.~~**1.** ~~Any other assessment of the extent to which data processing operations, a computer, a computer program, network, system, or system interface, or software of a district or of a contractor of a district is vulnerable to unauthorized access or harm, including an assessment of the extent to which a dis-~~

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~~trict's or contractor's electronically stored information containing sensitive or critical information is vulnerable to alteration, damage, erasure, or inappropriate use;~~

~~8.~~**1.** ~~A photocopy or other copy of an identification badge issued to an official or employee of a district; and~~

~~9.~~**1.** ~~Information directly arising from a governmental body's routine efforts to prevent, detect, investigate, or mitigate a computer security incident, including information contained in or derived from an information security log. This does not affect the notification requirements related to a breach of system security as defined by Business and Commerce Code 521.053. [See CQB]~~

~~A district may disclose the information to a bidder if the district determines that providing the information is necessary for the bidder to provide an accurate bid. Such a disclosure is not a voluntary disclosure for purposes of Government Code 552.007.~~

~~*Gov't Code 552.139(b), (c)*~~

~~Military Discharge Records~~

~~A military veteran's Department of Defense Form DD-214 or other military discharge record that first comes into the possession of a district on or after September 1, 2003, is confidential for the 75 years following the date it comes into the possession of a district. A district that obtains information from the record shall limit the use and disclosure of the information to the purpose for which the information was obtained. *Gov't Code 552.140; Atty. Gen. ORD-684 (2009)*~~

~~*Retirement Eligibility Records*~~

~~Records, including any identifying information, of individual members, annuitants, retirees, beneficiaries, alternate payees, program participants, or persons eligible for benefits from TRS or another retirement system, are confidential and not subject to public disclosure. This provision applies to records in the custody of the district acting in cooperation with or on behalf of the retirement system. A district acting in cooperation with or on behalf of the retirement system is not required to accept or comply with a request for a record or information about a record or to seek an opinion from the attorney general.~~

~~For purposes of Government Code 825.507, "participant" means a member, former member, retiree, annuitant, beneficiary, or alternate payee of the retirement system, or an employee or contractor of an employer covered by the retirement system for whom records~~

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~~were received by the retirement system for the purpose of administering the terms of the plan, including for audit or investigative purposes.~~

~~*Gov't Code 552.0038, 825.507(g)*~~

~~*Peace Officer and Elected Officer Information*~~

~~District information related to the home address, home telephone number, emergency contact information, date of birth, or social security number of a current or honorably retired peace officer, commissioned security officer, and elected public officer, or information that reveals whether the officer has family members, is confidential and may not be released if the officer chooses to restrict public access to the information by notifying the district on a form provided by the district with evidence of the individual's status.~~

~~In accordance with Government Code 552.1175(h), a district may redact information that must be withheld under this section from any information the district discloses under the PIA without the necessity of requesting a decision from the attorney general. If a district redacts information under this provision, the district shall provide the information required by Government Code 552.024(c-2) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter.~~

~~*Gov't Code 552.1175*~~

~~*Election Judges and Clerks*~~

~~An email address or personal phone number of an election judge or clerk collected or maintained by the authority conducting the election is confidential and does not constitute public information for purposes of Government Code Chapter 552.~~

~~*Exception*~~

~~An email address or phone number of an election judge or clerk shall be made available on request to:~~

~~10. Any entity eligible to submit lists of election judges or clerks for that election; or~~

~~11. The state executive committee of a political party with a county chair eligible to submit lists of election judges or clerks for that election.~~

~~*Election Code 32.076*~~

~~*Cybersecurity Information*~~

~~A cyber threat indicator or defensive measure shared by or with a state, tribal, or local government under 6 U.S.C. 1503 shall be deemed voluntarily shared information and exempt from disclosure under any state or local freedom of information law, open government law, open meetings law, open records law, sunshine law, or~~

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~~similar law requiring disclosure of information or records. *6 U.S.C. 1503(d)(4)(B)*~~

~~A cyber threat indicator or defensive measure shared with the federal government under Title 6, United States Code, shall be:~~

~~1. Deemed voluntarily shared information and exempt from disclosure under federal public information law and any state or local provision of law requiring disclosure of information or records; and~~

~~2. Withheld, without discretion, from the public under federal public information law and any state or local provision of law requiring disclosure of information or records.~~

~~*6 U.S.C. 1504(d)(3)* [See CQB]~~

~~*Protected Health Information*~~

~~An individual's protected health information as defined by Health and Safety Code 181.006 is not public information and is not subject to disclosure under the PIA. *Gov't Code 552.002(d)*~~

~~*Out-of-State Health-Care Provider Information*~~

~~Information obtained by a district that was provided by an out-of-state health-care provider in connection with a quality management, peer review, or best practices program that the out-of-state health-care provider pays for is confidential and excepted from the requirements of the PIA. *Gov't Code 552.162*~~

~~Applicant for Disaster Recovery Funds~~

~~The following information maintained by a district is confidential:~~

~~1. The name, social security number, house number, street name, and telephone number of an individual or household that applies for state or federal disaster recovery funds;~~

~~2.~~**~~1.~~** ~~The name, tax identification number, address, and telephone number of a business entity or an owner of a business entity that applies for state or federal disaster recovery funds; and~~

~~3.~~**~~1.~~** ~~Any other information the disclosure of which would identify or tend to identify a person or household that applies for state or federal disaster recovery funds.~~

~~The street name and census block group of and the amount of disaster recovery funds awarded to a person or household are not confidential after the date on which disaster recovery funds are awarded to the person or household.~~

~~*Gov't Code 552.160*~~

~~**Information Excepted from Disclosure**~~

~~Except for social security numbers or as otherwise provided by law, information that is not confidential, but is excepted from required disclosure under Government Code sections 552.101–.151, is pub-~~

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	~~lic information and is available to the public on or after the 75th anniversary of the date the information was originally created or received by a district. This paragraph does not limit the authority of a district to establish retention periods for records under applicable law. *Gov't Code 552.0215*~~
~~Confidential by Law~~	~~Information is excepted from public disclosure if it is information considered to be confidential by law, either constitutional, statutory, or by judicial decision. *Gov't Code 552.101*~~
~~Certain Personnel File Information~~	~~Information is excepted from public disclosure if it is information in a personnel file, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, and transcripts from institutions of higher education maintained in files of professional employees; however, the degree obtained and the curriculum on the transcripts shall be subject to disclosure. *Gov't Code 552.102*~~ ~~Disclosure of employee birth dates would constitute a clearly unwarranted invasion of personal privacy, and such dates are excepted from disclosure under Government Code 552.102(a), if the employees' privacy interests substantially outweigh the public interest in the information. *Texas Comptroller of Public Accts. v. Atty. Gen'l of Texas, 354 S.W.3d 336 (Tex. 2010) (holding that a newspaper's stated reason for requesting state employees' dates of birth did not outweigh employees' privacy rights)*~~ ~~Information is excepted from public disclosure if it is information in the custody of the district that relates to an employee or officer of the district if, under the specific circumstances pertaining to the employee or officer, disclosure of the information would subject the employee or officer to a substantial threat of physical harm. *Gov't Code 552.152*~~
~~Information Relating to Litigation~~	~~Information is excepted from public disclosure if it is information relating to litigation of a civil or criminal nature to which a district is, or may be, a party or to which an officer or employee of the district, as a consequence of the office or employment, is or may be a party, but only if the litigation is pending or reasonably anticipated at the time the district's public information officer receives the request. *Gov't Code 552.103*~~
~~Information Related to Competition or Bidding~~	~~Information is excepted from public disclosure if the district demonstrates that the release of the information would harm its interests by providing an advantage to competitors or bidders in a particular ongoing competitive situation or in a particular competitive situation where the district establishes the situation at issue is set to reoccur or there is a specific and demonstrable intent to enter into the competitive situation again in the future.~~

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~~*Parades, Concerts, and Entertainment Events*~~	~~Information relating to the receipt or expenditure of public or other funds by a district for a parade, concert, or other entertainment event paid for in whole or part with public funds is not excepted from public disclosure. A person, including a district, may not include a provision in a contract related to an event that prohibits or would otherwise prevent the disclosure of this information. A contract provision that violates Government Code 552.104(c) is void.~~ ~~*Gov't Code 552.104(a), (c)*~~
~~Certain Information on Real or Personal Property~~	~~Information is excepted from public disclosure if it is information relating to the location of real or personal property for a public purpose prior to public announcement of the project, or information pertaining to appraisals or purchase price of real or personal property for a public purpose prior to the formal award of contracts for the property. *Gov't Code 552.105*~~
~~Drafts Involving Legislation~~	~~A draft or working paper involved in the preparation of proposed legislation is excepted from public disclosure. *Gov't Code 552.106*~~
~~Attorney–Client Information~~	~~Information is excepted from public disclosure if it is information a district's attorney is prohibited from disclosing because of a duty to the district under the Texas Rules of Evidence or the Texas Disciplinary Rules of Professional Conduct or information that a court order has prohibited from disclosure. *Gov't Code 552.107*~~
~~Certain Information from Law Enforcement~~	~~Under certain circumstances, information (except basic information about an arrested person, an arrest, or a crime) held by a law enforcement agency or prosecutor is excepted from public disclosure if it is:~~ ~~4. Information that deals with detection, investigation, or prosecution of crime; and~~ ~~5. An internal record or notation that is maintained for internal use in matters relating to law enforcement or prosecution.~~ ~~*Gov't Code 552.108*~~
~~Private Correspondence of Elected Official~~	~~Private correspondence and communications of an elected office holder relating to matters the disclosure of which would constitute an invasion of privacy are excepted from public disclosure. *Gov't Code 552.109*~~
~~Trade Secrets~~	~~Except as provided by Government Code 552.0222 (disclosure of contracting information), information is excepted from public disclosure if it is demonstrated based on specific factual evidence that the information is a "trade secret," as that term is defined by Government Code 552.110(a). *Gov't Code 552.110(b)*~~

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~~Certain Commercial and Financial Information~~	~~Except as provided by Government Code 552.0222 (disclosure of contracting information), commercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from public disclosure. *Gov't Code 552.110(c)*~~
~~Proprietary Information~~	~~Except as provided by Government Code 552.0222 (disclosure of contracting information), information submitted to a district by a vendor, contractor, potential vendor, or potential contractor in response to a request for a bid, proposal, or qualification is excepted from public disclosure if the vendor, contractor, potential vendor, or potential contractor demonstrates the information is proprietary information under Government Code 552.1101. *Gov't Code 552.1101(a)*~~
~~Certain Memoranda~~	~~An interagency or intra-agency memoranda or letters that would not be available by law to a party in litigation with a district is excepted from public disclosure. *Gov't Code 552.111; City of Garland v. Dallas Morning News, 22 S.W.3d 351 (Tex. 2000) (concluding that the deliberative process privilege, incorporated into the exception found at Government Code 552.111, exempts communications related to a governmental agency's policymaking)*~~
~~Audit Working Paper~~	~~An audit working paper of an audit performed by the district auditor, including any audit relating to the criminal history background check of a public school employee, is excepted from public disclosure. If information in an audit working paper is also maintained in another record, that other record is not excepted. *Gov't Code 552.116*~~
~~Board Member and Employee Personal Information~~	~~Information is excepted from public disclosure if it is information that relates to the home address, home telephone number, emergency contact information, or social security number of the following persons, or that reveals whether the person has family members:~~ ~~6. A current or former district employee or former board member, except as provided by Government Code 552.024 [see Personal Information, above];~~ ~~7. A current or honorably retired peace officer or a current or honorably retired commissioned security officer; and~~ ~~8. An elected public officer.~~ ~~See Government Code 552.117(a) for the complete list of persons whose personal information is excepted from public disclosure.~~ ~~*Gov't Code 552.117*~~

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~~Photograph of Peace Officer~~

~~A photograph that depicts a peace officer, the release of which would endanger the life or physical safety of the officer, is excepted from public disclosure unless:~~

~~1. The officer is under indictment or charged with an offense by information;~~

~~2.~~**1.** ~~The officer is a party in a fire or police civil service hearing or a case in arbitration; or~~

~~3.~~**1.** ~~The photograph is introduced as evidence in a judicial proceeding.~~

~~If a photograph is exempt from public disclosure as described above, it may be made public only if the officer gives written consent.~~

~~*Gov't Code 552.119*~~

~~Testing Items~~

~~A test item developed by a state-funded educational institution is excepted from public disclosure. *Gov't Code 552.122*~~

~~Certain Library Records~~

~~A record of a library or library system that identifies or serves to identify a person who requested, obtained, or used a library material or service is excepted from public disclosure, unless the record is disclosed:~~

~~1. Because the library determines that disclosure is reasonably necessary for the operation of the library and the records are not confidential under other state or federal law;~~

~~2.~~**1.** ~~To a person with a special right of access under Government Code 552.023; or~~

~~3. To a law enforcement agency or prosecutor under a court order or subpoena.~~

~~*Gov't Code 552.124*~~

~~Superintendent Applicants~~

~~The name of an applicant for superintendent is excepted from public disclosure, except a board must give public notice of the name or names of the finalists being considered for that position at least 21 days before the date of the meeting at which final action or a vote is to be taken on the applicant's employment. *Gov't Code 552.126*~~

~~Certain Motor Vehicle and Personal Identification Information~~

~~Information is excepted from public disclosure if the information relates to:~~

~~1. A motor vehicle operator's or driver's license or permit issued by an agency of this state or another state or country;~~

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~~2.~~**1.** ~~A motor vehicle title or registration issued by an agency of this state or another state or country; or~~

~~3.~~**1.** ~~A personal identification document issued by an agency of this state, another state or country, or a local agency authorized to issue an identification document.~~

~~The motor vehicle record information described above may be released only~~ ~~in accordance with Transportation Code Chapter 730.~~

~~Subject to Transportation Code Chapter 730 (the Motor Vehicle Records Disclosure Act), a district may redact motor vehicle or driver license information under this provision from any information the district discloses without the necessity of requesting a decision from the attorney general. The district shall provide the information specified at Government Code 552.130 to the requestor on a form prescribed by the attorney general.~~ ~~The requestor is entitled to seek a decision from the attorney general about the matter.~~

~~*Gov't Code 552.130; Atty. Gen. ORD-684 (2009)*~~

Individuals Who Inform of Legal Violations ~~**of Law**~~

An informer's name or information that would substantially reveal the identity of an informer is excepted from public disclosure~~, unless:~~.

~~4. The informer consents. If the informer is a student or former student, consent may also be given by the informer's legal guardian or spouse; or~~

~~The informer planned, initiated, or participated in the possible violation.~~"Informer" means a student or former student or an employee or former employee of a district who has furnished a report of another person's possible violation of criminal, civil, or regulatory law to the district or the proper regulatory enforcement authority.

This exception does not apply if the informer:

1. **If the informer is a student or former student, and the student, student's legal guardian, or student's spouse consents to disclosure of the student's name;**

2. **If the informer is an employee or former employee who consents to disclosure of the employee's name; or**

3. The informer planned, initiated, or participated in the possible violation.~~The informer's name~~

Information may be made available to a law enforcement agency or prosecutor for official purposes upon proper request, made in compliance with applicable law and procedure. However, this ex-

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ception does not impair the confidentiality of information considered to be confidential by law, including information excepted from disclosure under the ~~PIA~~**Public Information Act**.

Gov't Code 552.135

~~Economic Development Negotiations~~

Crime Victim Information

Address Confidentiality Program

Information relating to a participant in the Address Confidentiality Program for Certain Crime Victims (including from family violence, sexual assault or abuse, stalking, or trafficking of persons under Code of Criminal Procedure Chapter 58, Subchapter B) is **confidential, except as provided by Code of Criminal Procedure 58.061, and may not be disclosed under the Public Information Act**. *Code of Criminal Procedure 58.060*

Employee Victims

A district employee who is a victim under Code of Criminal Procedure Chapter 56B (Crime Victims' Compensation Act) regardless of whether the employee has filed an application for compensation may elect whether to allow public access to information held by the district that would identify or tend to identify the victim, including a photograph or other visual representation of the victim. The election must be made in writing on a form developed by the district, signed by the employee, and filed with the district before the third anniversary of the latest to occur of one of the following:

1. The date the crime was committed;

2. The date employment begins; or

3. **The date the district** develops the form and provides it to employees.

If the employee fails to make an election, the identifying information is excepted from disclosure until the third anniversary of the date the crime was committed. In case of disability, impairment, or other incapacity of the employee, the election may be made by the guardian of the employee or former employee.

*Gov't Code 552.132**(d)***

Victims of Certain Crimes

Information is confidential and excepted from public disclosure if ~~it is~~**the** information **identifies an individual as a victim of:**

1. A criminal offense specified by Government Code 552.1315(a)(1)(A) and (B), or

2. Any criminal offense if the victim was younger than 18 years of age when any element of the offense was committed.

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Notwithstanding the above, information may be disclosed:

1. **To any victim identified by the information;**
2. **To the parent or guardian of a victim described by item 2 above who is identified by the information;**
3. **To a law enforcement agency for investigative purposes; or**
4. **In accordance with a court order requiring the disclosure.**

Gov't Code 552.1315

Location or Layout of Shelter Centers

Information that relates to the location or physical layout of a family violence shelter center or victims of trafficking shelter center is confidential. **A district may redact this information from any information the district discloses without the necessity of requesting a decision from the attorney general. If a district redacts information under this provision, the district shall provide the information required by Government Code 552.138(e) to the requestor on a form prescribed by the attorney general.** The requestor is entitled to seek a decision from the attorney general about the matter. ***Gov't Code 552.138(b-1), (c), (d)***

Criminal History Records

Information collected to comply with Education Code Chapter 22, Subchapter C (criminal records), including the person's name, address, phone number, social security number, driver's license number, other identification number, and fingerprint records, is confidential and may not be released except to comply with Subchapter C, by court order, or with the consent of the person who is the subject of the information. *Education Code 22.08391*

Criminal history record information obtained by the district from the Texas Department of Public Safety may not be disclosed to any person except:

1. The person who is the subject of the information;
2. **TEA;**
3. The State Board for Educator Certification;
4. The chief personnel officer of the transportation company if the information was obtained under Government Code 411.097(a)(2) with respect to a transportation company that contracts with the district to provide student transportation; or
5. By court order.

Gov't Code 411.097(d)(1) [See CJA, DBAA, and DHB]

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Sensitive Crime Scene Image

A sensitive crime scene image in the custody of a district is confidential and excepted from **public disclosure, regardless of the date that the image was taken or recorded. A district may not permit a person to view or copy the image unless the person is one of the individuals specified by Government Code 552.1085(d) and the district is not otherwise asserting an exception to disclosure under another provision of the Public Information Act or another law.** ***Gov't Code 552.1085***

Computer Security

Computer Networks

Information is excepted from public disclosure if it is information that relates to computer network security, to network security information that is restricted under Government Code 2059.055, or to the design, operation, or defense of a computer network.

The following information is confidential:

1. A computer network vulnerability report;

2. Any other assessment of the extent to which data processing operations, a computer, a computer program, network, system, or system interface, or software of a district or of a contractor of a district is vulnerable to unauthorized access or harm, including an assessment of the extent to which a district's or contractor's electronically stored information containing sensitive or critical information is vulnerable to alteration, damage, erasure, or inappropriate use;

3. A photocopy or other copy of an identification badge issued to an official or employee of a district; and

4. **Information directly arising from a governmental body's** routine efforts to prevent, detect, investigate, or mitigate a computer security incident, including information contained in or derived from an information security log. This does not affect the notification requirements related to a breach of system security as defined by Business and Commerce Code 521.053. [See CQB]

A district may disclose the information to a bidder if the district determines that providing the information is necessary for the bidder to provide an accurate bid. Such a disclosure is not a voluntary disclosure for purposes of Government Code 552.007 **[see Voluntary Disclosure, below].**

Gov't Code 552.139

Cybersecurity Information

A cyber threat indicator or defensive measure shared with the federal government under Title 6, United States Code, shall be:

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1. **Exempt from disclosure under federal freedom of information law and any state or local provision of public information law requiring disclosure of information or records; and**

2. **Withheld, without discretion, from the public under federal freedom of information law and any state or local provision of public information law requiring disclosure of information or records.**

***6 U.S.C. 1504(d)(4)(B)* [See CQB]**

Texas VIRT Information

Information written, produced, collected, assembled, or maintained by a participating district or a volunteer from the district in the implementation of Government Code Chapter 2054, Subchapter N-2 (Texas Volunteer Incident Response Team) is confidential and not subject to disclosure under the Public Information Act if the information:

1. **Contains the contact information for a volunteer;**

2. **Identifies or provides a means of identifying a person who may, as a result of disclosure of the information, become a victim of a cybersecurity event;**

3. **Consists of a participating district's cybersecurity plans or cybersecurity-related practices; or**

4. **Is obtained from a participating district or from a participating district's computer system in the course of providing assistance under Subchapter N-2.**

Gov't Code 2054.52010

Military Discharge Records

A military veteran's Department of Defense Form DD-214 or other military discharge record that first comes into the possession of a district on or after September 1, 2003, is confidential for the 75 years following the date it comes into the possession of a district. **During that period, the district may only permit inspection, copying, or disclosure of the information contained in the record only in accordance with Government Code 552.140 or a court order. The district is authorized to withhold a Form DD-214 or other military discharge record that is first recorded with or that otherwise first comes into the possession of the district on or after September 1, 2003, under this provision without the necessity of requesting an attorney general decision. *Gov't Code 552.140(a), (b); Atty. Gen. ORD 684 (2009)***

Limited Use

A district that obtains this information from another governmental body shall limit the district's use and disclosure of the

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information to the purpose for which the information was obtained. *Gov't Code 552.140(e)*

Firefighter or EMS Work Schedules

A work schedule or a time sheet of a firefighter or volunteer firefighter or emergency medical services personnel as defined by Health and Safety Code 773.003 is confidential and excepted from public disclosure. *Gov't Code 552.159*

Out-of-State Health-Care Provider Information

Information obtained by a district that was provided by an out-of-state health-care provider in connection with a quality management, peer review, or best practices program that the out-of-state health-care provider pays for is confidential and excepted from public disclosure. *Gov't Code 552.162*

Applicant for Disaster Recovery Funds

The following information maintained by a district is confidential:

1. The name, social security number, house number, street name, and telephone number of an individual or household that applies for state or federal disaster recovery funds;

2. The name, tax identification number, address, and telephone number of a business entity or an owner of a business entity that applies for state or federal disaster recovery funds; and

3. Any other information the disclosure of which would identify or tend to identify a person or household that applies for state or federal disaster recovery funds.

The street name and census block group of and the amount of disaster recovery funds awarded to a person or household are not confidential after the date on which disaster recovery funds are awarded to the person or household.

*Gov't Code 552.160**(b), (c)***

Threat of Physical Harm

Information in the custody of a district that relates to an employee or officer of the district is excepted from public disclosure if, under the specific circumstances pertaining to the employee or officer, disclosure of the information would subject the employee or officer to a substantial threat of physical harm. *Gov't Code 552.152*

Exceptions to Disclosure

Voluntary Disclosure

The Public Information Act does not prohibit a district or its officer for public information from voluntarily making part or all of its information available to the public, unless the disclosure is expressly prohibited by law or the information is confidential under law. Information voluntarily made available as allowed under this provision must be made available to any person and cannot be withheld from further disclosure. *Gov't Code 552.007; Atty. Gen. ORD 518 (1989)*

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Right of Access After 75 Years	**Except for social security numbers, the confidentiality provisions of the Public Information Act, or as otherwise provided by law, information that is not confidential but is excepted from required disclosure under Government Code Chapter 552, Subchapter C, is public information and is available to the public on or after the 75th anniversary of the date the information was originally created or received by the district.** This paragraph does not limit the authority of a district to establish retention periods for records under applicable law. *Gov't Code 552.0215*
Information Relating to Litigation	Information is excepted from public disclosure if it is information relating to litigation of a civil or criminal nature to which a district is, or may be, a party or to which an officer or employee of the district, as a consequence of the office or employment, is or may be a party, but only if the litigation is pending or reasonably anticipated **on the date the district's public information officer receives the request. *Gov't Code 552.103(a), (c)***
Information Related to Competition or Bidding	**Information is excepted from public disclosure if the district demonstrates that the release of the information would harm its interests by providing an advantage to a competitor or bidder in a particular ongoing competitive situation or in a particular competitive situation where the district establishes the situation at issue is set to reoccur or there is a specific and demonstrable intent to enter into the competitive situation again in the future. Required disclosure under Government Code 552.022 does not apply to information that is excepted from required disclosure under this provision.**
Parades, Concerts, and Entertainment Events	Information relating to the receipt or expenditure of public or other funds by a district for a parade, concert, or other entertainment event paid for in whole or part with public funds is not excepted from public disclosure. A person, including a district, may not include a provision in a contract related to an event that prohibits or would otherwise prevent the disclosure of this information. A contract provision that violates Government Code 552.104(c) is void. *Gov't Code 552.104*
Certain Information on Real or Personal Property	Information is excepted from public disclosure if it is information relating to the location of real or personal property for a public purpose prior to public announcement of the project, or information **relating to appraisals or purchase price of real or personal property for a public purpose prior to the formal award of contracts for the property.** *Gov't Code 552.105*
Drafts Involving Legislation	A draft or working paper involved in the preparation of proposed legislation is excepted from public disclosure. *Gov't Code 552.106*

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Certain Legal Information	**Information is excepted from public disclosure if it is not privileged information but information that an attorney of a district is prohibited from disclosing because of a duty to the board under the Texas Rules of Evidence or the Texas Disciplinary Rules of Professional Conduct, or information that a court order has prohibited from disclosure.** *Gov't Code 552.107*
Certain Law Enforcement Information	**Information (other than basic information about an arrested person, an arrest, or a crime) held by a law enforcement agency or prosecutor that deals with the detection, investigation, or prosecution of crime is excepted from public disclosure if:** **1. Release of the information would interfere with the detection, investigation, or prosecution of crime; or** **2. It is information that deals with the detection, investigation, or prosecution of crime only in relation to an investigation that did not result in conviction or deferred adjudication.** **An internal record or notation of a law enforcement agency that is maintained for internal use in matters relating to law enforcement or prosecution is excepted from public disclosure if:** **1. Release of the internal record or notation would interfere with law enforcement or prosecution; or** **2. The internal record or notation relates to law enforcement only in relation to an investigation that did not result in conviction or deferred adjudication.** ***Gov't Code 552.108; Houston Chronicle Publ'g Co. v. City of Houston, 536 S.W.2d 559 (Tex. 1976)***
Private Correspondence of Elected Official	Private correspondence and communications of an elected office holder relating to matters the disclosure of which would constitute an invasion of privacy are excepted from public disclosure. ***Gov't Code 552.109; Industrial Foundation of the South v. Texas Indus. Acc. Bd., 540 S.W.2d 668 (Tex. 1976)***
Trade Secrets	**Except as provided by Government Code 552.0222 (disclosure of contracting information), information is excepted from public disclosure if it is demonstrated based on specific factual evidence that the information is a trade secret, as defined by Government Code 552.110(a).** *Gov't Code 552.110(b)*

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Certain Commercial and Financial Information	Except as provided by Government Code 552.0222 (disclosure of contracting information), commercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from public disclosure. *Gov't Code 552.110(c)*
Proprietary Information	Except as provided by Government Code 552.0222 (disclosure of contracting information), information submitted to a district by a vendor, contractor, potential vendor, or potential contractor in response to a request for a bid, proposal, or qualification is excepted from public disclosure if the vendor, contractor, potential vendor, or potential contractor demonstrates **based on specific factual evidence that disclosure of the information would be proprietary as specified under Government Code 552.1101(a).** **This exception to disclosure may be asserted only by a vendor, contractor, potential vendor, or potential contractor in the manner described by Government Code 552.305(b) for the purpose of protecting the interests of the vendor, contractor, potential vendor, or potential contractor.** **A district must decline to release this information as provided by Government Code 552.305(a) to the extent necessary to allow a vendor, contractor, potential vendor, or potential contractor to assert the exception to disclosure provided by Government Code 552.1101(a) (proprietary information).** ***Gov't Code 552.1101* [See GBAA for additional procedures related to information involving proprietary interests of a vendor, contractor, or potential vendor or contractor.]**
Proprietary Records and Trade Secrets in Certain Partnerships	**Information in the custody of a district that relates to a proposal for a qualifying project authorized under Government Code Chapter 2267 is excepted from public disclosure if the information and records meet the criteria outlined at Government Code 552.153(b). The district is not authorized to withhold information as outlined by Government Code 552.153(c). *Gov't Code 552.153* [See CDH]**
Certain Memoranda	**An interagency or intra-agency memorandum or letter** that would not be available by law to a party in litigation with a district is excepted from public disclosure. *Gov't Code 552.111; City of Garland v. Dallas Morning News, 22 S.W.3d 351 (Tex. **2000)***
Audit Working Paper	**An audit working paper of an auditor of a school district, including any audit relating to the criminal history background check of a public school employee, is excepted from public**

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disclosure. If information in an audit working paper is also maintained in another record, that other record is not excepted.

"Audit" means an audit authorized or required by a statute of Texas or the United States or a resolution or other action of a board of trustees of a school district, including an audit by the district relating to the criminal history background check of a public school employee, and includes an investigation.

"Audit working paper" includes all information, documentary or otherwise, prepared or maintained in conducting an audit or preparing an audit report, including intra-agency and interagency communications and drafts of the audit report or portions of those drafts. *Gov't Code 552.116*

Personal Information of Certain Individuals

Board Members and Others

Option to Restrict Access

Information that relates to the home address, home telephone number, emergency contact information, date of birth, or social security number of an individual to whom Government Code 552.1175(a) applies (including a current or honorably retired peace officer, commissioned security officer, elected public officer, members of the military, or a firefighter or volunteer firefighter), or that reveals whether the individual has family members is confidential and may not be disclosed to the public if the individual to whom the information relates chooses to restrict public access to the information by notifying the district on a form provided by the district with evidence of the individual's status. This choice remains valid until rescinded in writing by the individual.

Redaction and Notice to Requestor

In accordance with Government Code 552.1175(f), a district may redact information that must be withheld under this provision from any information the district discloses under the Public Information Act without the necessity of requesting a decision from the attorney general. If a district redacts information under this provision, the district shall provide the information required by Government Code 552.1175(h) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter.

Gov't Code 552.1175

Board Member and Employee Personnel Information

Information is excepted from public disclosure if it is information that relates to the home address, home telephone number, emergency contact information, or social security number of the persons listed at Government Code 552.117(a) or that reveals whether the person has family members. Government Code 552.117(a) includes the following:

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1. **A current or former district employee or board member, except as provided by Government Code 552.024, below;**
2. **Certain peace officers, security officers, law enforcement personnel, and first responders; and**
3. **An elected public officer, regardless of whether the officer complies with Government Code 552.024, below, or .1175, above.**

Gov't Code 552.117

Choice To Allow Access

Each current or former employee or board member of a district shall choose whether to allow public access to information in the custody of the district that relates to the person's home address, home telephone number, emergency contact information, or social security number, or that reveals whether the person has family members.

Each current or former employee and board member shall state that person's choice to the main personnel officer of the district in a signed writing not later than the 14th day after the date on which the employee begins employment with the district, the board member is elected or appointed, or the former employee or official ends service with the district.

If the current or former employee or board member fails to state the person's choice within the period established by this provision, the information is subject to public access.

A current or former employee or board member who wishes to close or open public access to the information may request in writing that the main personnel officer of the district close or open access.

Exercising the option to close public access to protect personal information does not apply to a public information request made before the option was exercised.

Gov't Code 552.024; Atty. Gen. ORD 530 (1989)

Redaction and Notice to Requestors

If the current or former employee or board member chooses not to allow public access to the information, the district may redact the information from any information the district discloses without the necessity of requesting a decision from the attorney general. *Gov't Code 552.024(c)*

A district that redacts or withholds information under this provision shall provide the information required by Government Code 552.024(c-2) to the requestor on a form prescribed by

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the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter. ***Gov't Code 552.024(c-1), (c-2)***

Photograph of Peace Officer

A photograph that depicts a peace officer, the release of which would endanger the life or physical safety of the officer, is excepted from public disclosure unless:

1. The officer is under indictment or charged with an offense by information;

2. The officer is a party in a fire or police civil service hearing or a case in arbitration; or

3. The photograph is introduced as evidence in a judicial proceeding.

If a photograph is exempt from public disclosure as described above, it may be made public only if the officer gives written consent.

Gov't Code 552.119

Testing Items

A test item developed by an educational institution that is funded wholly or in part by state revenue or by a district is excepted from public disclosure. *Gov't Code 552.122*

Certain Library Records

A record of a library or library system, supported in whole or in part by public funds, that identifies or serves to identify a person who requested, obtained, or used a library material or service is excepted from public disclosure, unless the record is disclosed:

1. Because the library determines that disclosure is reasonably necessary for the operation of the library and the records are not confidential under other state or federal law;

2. To a person with a special right of access under Government Code 552.023; or

3. To a law enforcement agency or prosecutor under a court order or **a subpoena obtained in compliance with this provision.**

Gov't Code 552.124

Superintendent Applicants

The name of an applicant for superintendent of a district is excepted from public disclosure, except that the board must give public notice of the name or names of the finalists being considered for that position at least 21 days before the date of the meeting at which final action or a vote is to be taken on the applicant's employment. *Gov't Code 552.126*

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Certain Motor Vehicle and Personal Identification Information

Information is excepted from public disclosure if the information relates to:

1. A motor vehicle operator's or driver's license or permit issued by an agency of this state or another state or country;

2. A motor vehicle title or registration issued by an agency of this state or another state or country; or

3. A personal identification document issued by an agency of this state, another state or country, or a local agency authorized to issue an identification document.

The motor vehicle record information described above may be released only **if, and in the manner, authorized by Transportation Code Chapter 730.**

Subject to Transportation Code Chapter 730 (the Motor Vehicle Records Disclosure Act), a district may redact motor vehicle or driver license information (including a Texas driver's license number, a copy of a Texas driver's license, a Texas license plate number, the portion of a photograph that reveals a Texas license plate number, and the portion of any video depicting a discernible Texas license plate number) under this provision from any information the district discloses without the necessity of requesting a decision from the attorney general. The district shall provide the information specified at Government Code 552.130(e) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter.

Gov't Code 552.130; Atty. Gen. ORD 684 (2009)

Economic Development Negotiations

~~that~~**Information is excepted from public disclosure if the information** relates to economic development negotiations involving a board and a business prospect that the board seeks to have locate, stay, or expand in or near a district and the information relates to:

1. A trade secret of the business prospect; or

2. Commercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Gov't Code 552.131(a)

Unless and until an agreement is made with the business prospect, information about a financial or other incentive being offered to a

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business prospect by a board or by another person is excepted from public disclosure.

After an agreement is made, ~~information about a financial or other incentive being offered is no longer exempted from public disclosure if the information is~~**the exception no longer applies to information** about a financial or other incentive being offered to the business prospect:

1. By ~~a~~**the** board; or
2. By another person, if the financial or other incentive may directly or indirectly result in the expenditure of public funds by a district or a reduction in revenue received by the district from any source.

Gov't Code 552.131(b), (c)

~~Computer Network Security~~

~~Information is excepted from public disclosure if it is information that relates to computer network security, to network security information that is restricted under Government Code 2059.055, or to the design, operation, or defense of a computer network. [See Security Information, above] *Gov't Code 552.139(a)*~~

Social Security Numbers **of Any Living Person**

~~The~~ **Except for the** social security number of a **district employee in the custody of the district, the social security number of a** living person is excepted from public disclosure~~. The social security number of a living person other than a district employee~~ **, but** is not confidential~~, however.~~ **under the Public Information Act.** A district may redact the social security number of a living person from any information the district discloses to the public without the necessity of requesting a decision from the attorney general. *Gov't Code 552.147**(a), (c)***

~~**Crime Victim**~~**Exclusions from Public Information**

Protected Health Information ~~that would identify~~

An individual's protected health information as defined by Health and Safety Code 181.006 is not public information and is not subject to disclosure under the Public Information **Act**. *Gov't Code 552.002(d)*

Subpoena or Discovery Request

A subpoena duces tecum or a request for discovery that is issued in compliance with a statute or ~~tend to identify a district employee who is also a crime victim under Code of Criminal~~**a rule of civil or criminal procedure is not considered to be a request for information under the Public Information Act. The Public Information Act does not affect the scope of civil discovery**

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under the Texas Rules of Civil Procedure, ~~Chapter 56, Subchapter B, regardless of whether the employee chooses to restrict public access to the information, is excepted~~**and exceptions** from ~~public~~ disclosure ~~until the third anniversary of the date the crime was committed.~~**under the PIA do not create new privileges from discovery.** *Gov't Code 552.~~132~~005, .0055*

No Right of Access

Commercially Available Publications

A district is not required under the Public Information Act to allow the inspection of or to provide a copy of information in a commercial book or publication purchased or acquired by the district for research purposes, if the book or publication is commercially available to the public. Although information in a book or publication may be made available to the public as resource material, such as a library book, a district is not required to make a copy of the information in response to a request for public information.

Exception

The district shall allow the inspection of information in a book or publication that is made part of, incorporated into, or referred to in a rule or policy of the board or district.

Gov't Code 552.027

Requests from Incarcerated Individuals

A district is not required to accept or comply with a request for information from an individual who is imprisoned or confined in a correctional facility or an agent of that individual, other than the individual's attorney when the attorney is requesting information that is subject to disclosure under the Public Information Act. This provision does not prohibit a district from disclosing to an incarcerated individual or the individual's agent information held by the district that pertains to the individual. *Gov't Code 552.028*

~~Information is confidential and excepted from public disclosure if the information identifies an individual as a victim of any criminal offense if the victim was younger than 18 years of age when any element of the offense was committed. Information may be disclosed to any victim identified by the information, or to the parent or guardian of a victim who is identified by the information; to a law enforcement agency for investigative purposes; or in accordance with a court order requiring the disclosure. *Gov't Code 552.1315*~~

Retirement Eligibility Records

Records, including any identifying information, of individual members, annuitants, retirees, beneficiaries, alternate payees, program participants, or persons eligible for benefits from TRS or another retirement system that are in the custody of the system or in the custody of an administering firm, a car-

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rier, the district, or another governmental body, acting in cooperation with or on behalf of the retirement system are confidential and not subject to public disclosure.

An administering firm, carrier, or the district acting in cooperation with or on behalf of the retirement system is not required to accept or comply with a request for a record or information about a record or to seek an opinion from the attorney general.

For this provision, "participant" means a member, former member, retiree, annuitant, beneficiary, or alternate payee of the retirement system, or an employee or contractor of an employer covered by the retirement system for whom records were received by the retirement system for the purpose of administering the terms of the plan, including for audit or investigative purposes.

Gov't Code 552.0038(c), (h), 825.507(g)

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[1] **Office of the Attorney General and the Public Information Act: https://www.texasattorneygeneral.gov/open-government/office-attorney-general-and-public-information-act**

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Note: **For forms prescribed by the attorney general, see the Attorney General's Public Information website.**[1]

Officer for Public Information and Required ~~Notices~~Sign

Officer ~~for Public Information~~**and Agents**

~~A~~**The** superintendent ~~shall be~~**of** a ~~district's~~ **district is the** officer for public information. Each department head ~~shall be~~**is** an agent of the officer for **public information for** purposes of complying with ~~the public information laws.~~**Government Code Chapter 552 (Public Information Act [PIA]).**

Duties

The officer is responsible for the release of public information as required by the Public Information Act ~~(PIA), Government Code Chapter 552. The~~**. Subject to penalties provided by the Public Information Act, the** officer for public information shall:

1. Make public information available for public inspection and copying;
2. Carefully protect public information from deterioration, alteration, mutilation, loss, or unlawful removal;
3. Repair, renovate, or rebind public information when necessary to maintain it properly; and
4. Make reasonable efforts to obtain public information from a temporary custodian if:
   a. The information has been requested from the district;
   b. The officer is aware of facts sufficient to warrant a reasonable belief that the temporary custodian has possession, custody, or control of the information;
   c. The officer is unable to comply with the duties imposed by the ~~PIA~~**Public Information Act** without obtaining the information from the temporary custodian; and
   d. The temporary custodian has not provided the information to the officer or the officer's agent.

The officer is not responsible for the use made of the information by the requestor or the release of the information after it is removed from a record as a result of an update, correction, or change of status of the person to whom the information pertains.

Gov't Code 552.201(a)–.204; ***Keever v. Finlan, 988 S.W.2d 300 (Tex. App.–Dallas 1999, pet. dism'd) (a district's chief administrative officer is the superintendent)***

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Training

~~For a~~ **This provision applies to an elected or appointed** board ~~that has designated a public information coordinator to satisfy its required PIA training,~~ **member and** the ~~designated~~**officer for** public information~~ coordinator~~**.**

Each person shall complete ~~the training~~**a** course **of training of not less than one and not more than two hours** regarding the responsibilities of ~~a~~**the** district and ~~district officers~~**its board members** and employees under the ~~PIA~~**Public Information Act** not later than the 90th day after the date**:**

1. The board member takes the ~~coordinator~~ **oath of office; or**

2. The officer for public information assumes ~~the person's~~ duties as ~~coordinator. [See~~ **officer for public information.**

A public information coordinator who is primarily responsible for administering the responsibilities of the board under the Public Information Act and designated for board members to satisfy the training requirement of this provision shall complete the training course regarding the responsibilities of the board and district employees under the PIA not later than the 90th day after the date the coordinator assumes the person's duties as coordinator. [See BBD, CPC(LOCAL)]

~~The training shall be not less than one nor more than two hours. The attorney general may provide the training and may also approve~~**Designation of a public information coordinator does not relieve a board member from the duty to comply with any** other ~~acceptable sources of training.~~

requirement of the Public Information Act that applies to the board member. A district shall maintain and make available for public inspection the record of ~~a~~**its board members' or, if applicable, the** public information coordinator's completion of the training.

Gov't Code 552.012(~~b), (~~a)–(c), (e)

PIA Sign

The officer for public information shall prominently display a sign **(PIA sign)** in the form prescribed by the attorney general that contains basic information about the rights of a requestor, the responsibilities of a district, and the procedures for inspecting or obtaining a copy of public information under the ~~PIA.~~**Public Information Act.** The officer shall display the sign at one or more places in the district's administrative offices where it is plainly visible to:

1. Members of the public who request public information in person; and

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2. Employees of the district whose duties include receiving or responding to public information requests.

Gov't Code 552.205(a)

~~Access to~~Requests for Public Information

~~It shall be the policy of a district to provide a suitable copy of public information within a reasonable time after the date on which the copy is requested. *Gov't Code 552.228(a)*~~

Method of Requesting Public Information

A person may make a written request for public information only by delivering the request by one of the following methods to the officer for public information or a person designated by that officer:

1. United States mail;
2. Electronic mail;
3. Hand delivery; or
4. Any other appropriate method approved by the district, including facsimile transmission and electronic submission through the district's website.

A district is considered to have approved another method only if the district includes a statement ~~that~~**on the PIA sign or the district's website that states** a request for public information may be made by that method~~ on the PIA sign [see PIA Sign, above] or the district's website~~.

Designated ~~Address~~Addresses to Receive Requests

A district may designate one mailing address and one electronic mail address for receiving written requests for public information and shall provide the designated mailing address and electronic mailing address to any person on request.

A district that posts a designated mailing address or electronic mail address on the district's website or that prints those addresses on the PIA sign is not required to respond to a written request for public information unless the request is received:

1. At one of those addresses;
2. By hand delivery; or
3. By a method described above that has been approved by the district.

Gov't Code 552.234(c), (d)

~~Public Information~~Optional Request Form

The attorney general shall create a public information request form that provides a requestor the option of excluding from a request information that the district determines is:

1. Confidential; or

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2. Subject to an exception to disclosure that the district would assert if the information were subject to the request.

A district that allows requestors to use the **attorney general's** form and maintains a website shall post the form on its website.

Gov't Code 552.235

~~Procedural Rules~~

~~A district may promulgate reasonable rules of procedure by which public information may be inspected and copied efficiently, safely, and without delay. These rules may not be inconsistent with any provision of the PIA~~

District Response to Requests

~~*. Gov't Code 552.230*~~

Uniform Treatment ~~of Requests~~

The officer for public information ~~and agent shall not make an inquiry of a requestor, except to establish proper identification~~ or ~~to ask the requestor to narrow or clarify the request. The officer for public information or~~**the officer's** agent shall treat all requests for information uniformly without regard to the position or occupation of the requestor, the person on whose behalf the request is made, or the status of the individual as a member of the media. ~~The officer for public information or agent shall give the requestor all reasonable comfort and facility for the full exercise of the right granted by the PIA. *Gov't Code 552.222(a)–(b), .223–.224*~~***Gov't Code 552.223***

~~*Location of Access*~~

The officer for public information ~~complies with a request for public information by:~~

~~An~~**Inquiries by District**

~~3. Providing~~**and** the ~~information for inspection or duplication in a district's offices [see Time for Examination, below]. The PIA does not authorize a~~ **officer's agent may not make an inquiry of a** requestor **except** to ~~remove an original copy of a public record from the office of a district;~~

~~Sending copies of the information by first class mail, if the requestor requests that copies be~~ **establish proper identification or except as** provided ~~and pays the postage and any other applicable charges that the requestor has accrued under Subchapter F of the PIA [see Costs and Charges, below];~~**below.**

Requests to Clarify or Narrow

~~4.~~**3.** If what information is requested is unclear to the district, the district may ask the requestor to clarify the request. If a large amount of information has been requested, the district may discuss with the requestor how the scope of the request might be narrowed, but the district may not inquire into the purpose for which the information will be used.~~By referring a requestor to an exact internet location or uniform resource locator (URL)~~

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~~address on a website maintained by the district and accessible to the public if the requested information is identifiable and readily available on that website. If the person requesting the information prefers a manner other than access through the URL, the district must supply the information by sending copies to the requestor, as described above.~~

Additional Information for Vehicle Records

If the information requested relates to a motor vehicle record, the officer for public information ~~provides by email an internet location~~ or ~~URL address, the email must contain a statement in a conspicuous font clearly indicating that~~ **agent may require** the requestor ~~may nonetheless access the requested~~**to provide additional identifying** information ~~by inspection~~**sufficient for the officer** or ~~duplication~~**agent to determine whether the requestor is eligible to receive the information under Transportation Code Chapter 730. In this provision, "motor vehicle record" has the meaning assigned that term by Transportation Code 730.003.**

Gov't Code 552.222(a)–(c)

Statement of Consequences

A written request for clarification or ~~by receipt through United States Mail~~**discussion or for additional information, as described above, must include a statement as to the consequences of the failure by the requestor to timely respond to the request for clarification, discussion, or additional information.** ***Gov't Code 552.222(e)***

Requestor's Failure to Respond

If by the 61st day after the date the district sends a written request for clarification or discussion or for additional information, as described above~~.~~**, the district, officer for public information, or agent does not receive a written response from the requestor, the underlying request for public information is considered to have been withdrawn by the requestor.**

~~*Gov't Code 552.221(b), (b-2), .226*~~

Exception to Automatic Withdrawal

Except when the requestor's information request was sent by electronic mail, described below, if the requestor's information request included the requestor's physical or mailing address, the request may not be considered to have been withdrawn unless the district or officer for public information or agent sends the request for clarification or discussion or for additional information, as described above, to that address by certified mail.

If the requestor's information request was sent by electronic mail, the request may be considered to have been withdrawn if:

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1. **The district, officer for public information, or agent sends the request for clarification or discussion or the written request for additional information by electronic mail to the same electronic mail address from which the original request was sent or to another electronic mail address provided by the requestor; and**

2. **The district, officer for public information, or agent does not receive from the requestor a written response or response by electronic mail within the period described by Government Code 552.222(d).**

Gov't Code 552.222(d), (f)–(g)

Time for ~~Response~~**Production**

Promptly

An officer for public information shall promptly produce public information for inspection, duplication, or both, on application by any person **to the officer.** "Promptly" means as soon as possible under the circumstances, that is, within a reasonable time, without delay. A district may not automatically withhold for ten business days public information not excepted from disclosure.~~. "Promptly" means as soon as possible under the circumstances, that is, within a reasonable time, without delay. A district may not automatically withhold for ten business days public information not excepted from disclosure.~~ ***Gov't Code 552.221(a); Atty.*** *Gen. ORD 664 (2000)*

Certifications of Availability

If an officer for public information cannot produce the public information for inspection or duplication within ten business days after the date the information is requested, the officer shall certify that fact in writing to the requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication.

~~If an officer for public information cannot produce the public information for inspection or duplication within ten business days after the date the information is requested, the officer shall certify that fact in writing to the requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication.~~

If the requested information is unavailable **at the time of the request to examine** because it is in storage or active use, an officer for public information shall certify this fact in writing to the requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication.

Gov't Code 552.221~~; Tex. Atty.~~ ***(c), (d***~~*Gen. ORD 664 (2000*~~*)*

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~~When~~ Administrative Offices Closed

Unless the district has initiated a temporary suspension of the ~~PIA-~~ **Public Information Act** during a catastrophe [see below], if a district closes its physical offices, but requires staff to work, including remotely, then the district shall make a good faith effort to continue responding to applications for public information, to the extent staff have access to public information responsive to an application while its administrative offices are closed.

Failure to respond to requests may constitute a refusal to request an attorney general's decision or a refusal to supply public information or information that the attorney general has determined is public information that is not excepted from disclosure.

Gov't Code 552.2211

Methods of Production

An officer for public information complies with the requirement to promptly produce public information by:

1. **Providing the information for inspection or duplication in the offices of a district. The Public Information Act does not authorize a requestor to remove an original copy of a public record from the office of a district;**

2. **Sending copies of the information by first class United States mail, if the requestor requests that copies be provided and pays the postage and any other applicable charges that the requestor has accrued under Government Code Chapter 552, Subchapter F [see Authorized Costs and Charges, below]; or**

3. **Referring a requestor to an exact internet location or uniform resource locator (URL) address on a website maintained by the district and accessible to the public if the requested information is identifiable and readily available on that website. If the person requesting the information prefers a manner other than access through the URL, the district must supply the information in the manner described above at items 1 and 2.**

   If the officer for public information provides by email an internet location or URL address as permitted by item 3, above, the email must contain a statement in a conspicuous font clearly indicating that the requestor may nonetheless access the requested information by inspection or duplication or by receipt through United States mail, as described above at items 1 and 2.

Gov't Code 552.221(b)–(b-2), .226

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~~Requests to Narrow or Clarify~~

~~If a large amount of information has been requested, the district may discuss with the requestor how the scope of the request might be narrowed, but the district may not inquire into the purpose for which the information will be used.If what information is requested is unclear to the district, the district may ask the requestor to clarify the request.~~

Inspection and Duplication Procedures

A district may promulgate reasonable rules of procedure under which public information may be inspected and copied efficiently, safely, and without delay. These rules may not be inconsistent with any provision of the Public Information Act. *Gov't Code 552.230*

~~If the request included the requestor's physical or mailing address, the district must send the request for discussion or clarification to that address by certified mail. The written request for discussion or clarification must include a statement as to the consequences of failure by the requestor to timely respond.~~

~~If the requestor's request for public information was sent by electronic mail, the district may send the request for clarification or discussion or the written request for additional information by electronic mail to the same electronic mail address from which the original request was sent or to another electronic mail address provided by the requestor.~~

~~If the district does not receive a written response or a response by electronic mail, as applicable, by the 61st day after the district sends the written request, the underlying request~~**The officer** for public information **or agent shall give the requestor all reasonable comfort and facility for the full exercise of the right granted by the Public Information Act.** ***Gov't Code 552.224***

Time For District to Provide Copies

It shall be a policy of a district to provide a suitable copy of public information within a reasonable time after the date on which the copy is requested. *Gov't Code 552.228(a)*

Time for Requestor to Appear and Complete Inspection

A request is considered to have been withdrawn ~~by the requestor.~~ **if the requestor fails to inspect or duplicate the public information in district offices on or before the 60th day after the date the information is made available or fails to pay the postage and any other applicable charges accrued under Government Code Chapter 552, Subchapter F on or before the 60th day after the date the requestor is informed of the charges.**

~~*Gov't Code 552.222(b), (d)–(g)*~~

~~Time for Examination~~

A requestor ~~shall~~**must** complete the examination of the information not later than the tenth business day after the date the custodian of

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the information makes it available. If the requestor does not complete the examination within ten business days and does not file a request for additional time~~,~~ **under Government Code 552.225(b) (described below),** the requestor is considered to have withdrawn the request.

The officer **for public information** shall extend the initial examination period by an additional ten business days if, within the initial period, the requestor files with the officer a written request for additional time. The officer shall extend an additional examination period by another ten business days if, within the first additional period, the requestor files with the officer a written request for more additional time.

The time during which a person may examine information may be interrupted by the officer if the information is needed for use by the district. The period of interruption is not considered to be a part of the time during which the person may examine the information.

~~A request is considered to have been withdrawn if the requestor fails to inspect or duplicate the public information in the offices of the governmental body on or before the 60th day after the date the information is made available or fails to pay the postage and any other applicable charges accrued under Government Code, Chapter 552, Subchapter F on or before the 60th day after the date the requestor is informed of the charges.~~

Gov't Code 552.221(e), .225

Electronic Data

If public information exists in an electronic or magnetic medium, the requestor may request a copy in an electronic medium, such as on diskette or on magnetic tape. A district shall provide a copy in the requested medium **if**:

1. ~~If the~~**The** district has the technological ability to produce **a copy of** the information in the requested medium;

2. ~~If the~~**The** district is not required to purchase any software or hardware to accommodate the request; and

3. ~~Providing~~**Provision of a copy of** the ~~copy~~ **information in the requested medium** will not violate **the terms of** any copyright agreement between the district and a third party.

If a district is unable to comply with a request to produce a copy of information in a requested medium for any of these reasons, the district shall provide a copy in another medium that is acceptable to the requestor. A district is not required to copy information onto a diskette or other material provided by the requestor but may use district supplies.

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*Gov't Code 552.228**(b), (c)***

Requests Requiring Programming or **Data** Manipulation

Written Statement Required

A district shall provide ~~the~~**to a** requestor a written statement, described below, if the district determines:

1. That responding to a request for information will require programming or manipulation of data; and
2. That:
   a. Compliance with the request is not feasible or will result in substantial interference with operations; or
   b. The information could be made available in the requested form only at a cost that covers the programming and manipulation of data.

The written statement shall include:

1. A statement that the information is not available in the requested form;
2. A description of the form in which the information is available;
3. A description of any contract or services that would be required to provide the information in the requested form;
4. A statement of the estimated cost of providing the information in the requested form, as determined in accordance with the rules established by the attorney general **under Government Code 552.262**; and
5. A statement of the anticipated time required to provide the information in the requested form.

*~~Response~~ Time ~~When~~**For** Programming or Manipulation ~~Is Required~~**Statement***

~~Further Action~~

*~~After~~**Requestor Reply Required***

A district shall provide the written statement to the requestor within 20 days after the date the district receives the request. The district has an additional ten days to provide the statement if the district gives written notice to the requestor, within 20 days after receiving the request, that additional time is needed.

On providing the written statement described above, the district ~~has no~~**does not have any** further obligation to provide the information in the requested form or in the form in which it is available, unless within 30 days the requestor states in writing that the requestor:

1. Wants the **district to provide the** information in the requested form according to the **cost and** time ~~and cost~~ parameters set out in the written statement~~,~~ or according to other terms to which the requestor and the district agree; or

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2. Wants the information in the form in which it is available.

If a requestor does not make a timely written statement **to the district**, the requestor is considered to have withdrawn the request for information.

*Processing ~~of Requests~~**Procedures and Recordkeeping***

The officer for public information shall establish policies that assure the expeditious and accurate processing of requests for information that require programming or manipulation of data. A district shall maintain a ~~readily accessible~~ file containing all written statements issued concerning **responding to** requests for information that require programming or manipulation of data **in a readily accessible location**.

Gov't Code 552.231

Repetitious or Redundant Requests

~~If a~~**A** district **that** determines ~~that~~ a requestor has made a request for information for which the district has previously furnished or made copies available to the requestor~~, the district may~~ **on payment of applicable charges must respond to the request, in relation to the information for which copies have already been furnished or made available, except that**:

~~1. Respond to~~**The district is not prohibited from furnishing** the ~~request for~~ information ~~as set forth below, at Procedures;~~ or

1. ~~Furnish the information or make~~ **making** the information available to the requestor again in accordance with the request~~. If the district selects this option, the~~**; and**

2. **The** district is not required to comply with ~~the procedures described below~~**these provisions in relation to information that the district simply furnishes or makes available to the requestor again in accordance with the request**.

Gov't Code 552.232(a)

These provisions do not apply to information not previously furnished to a requestor~~. A district shall treat a request for information for which copies have not been previously furnished or made available to the requestor, including information that was not furnished or made available because the information was redacted or because the information did not exist at the time of an earlier request, in the same manner as any other request for public information.~~ **or made copies available to the requestor on payment of applicable charges.** ~~*Gov't Code 552.232(d)*~~

A request by the requestor for information for which copies have not previously been furnished or made available to the

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requestor, including information for which copies were not furnished or made available because the information was redacted from other information that was furnished or made available or because the information did not exist at the time of an earlier request shall be treated in the same manner as any other request for public information under the Public Information Act.

Gov't Code 552.232(d)

~~Procedures~~

Certification of Previous Production

A district shall~~, free of charge,~~ certify to the requestor that copies of all or part of the requested information were previously furnished or made available to the requestor. The certification must include:

1. A description of the information for which copies have been previously furnished or made available to the requestor;
2. The date the district received the requestor's original request for that information;
3. The date the district previously furnished copies or made available copies of the information to the requestor;
4. A certification that no subsequent additions, deletions, or corrections have been made to that information; and
5. The name, title, and signature of the officer for public information or agent making the certification.

A charge may not be imposed for making and finishing this certification.

Gov't Code 552.232(b), (c)

~~Requests for Contracting Information Not Maintained by the District~~

~~"Contracting information" means the following information maintained by a district or sent between a district and a vendor, contractor, potential vendor, or potential contractor:~~

~~1. Information in a voucher or contract relating to the receipt or expenditure of public funds by a district;~~

~~2.~~**1.** ~~Solicitation or bid documents relating to a contract with a district;~~

~~3.~~**1.** ~~Communications sent between a district and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;~~

~~4.~~**1.** ~~Documents, including bid tabulations, showing the criteria by which a district evaluates each vendor, contractor, potential~~

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~~vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and~~

~~5.~~**1.** ~~Communications and other information sent between a district and a vendor or contractor related to the performance of a final contract with the district or work performed on behalf of the district.~~

~~*Gov't Code 552.003(1-a)*~~

~~Government Code 552.371 applies to an entity that is not a governmental body that executes a contract with a district that:~~

~~1. Has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the district; or~~

~~2.~~**1.** ~~Results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the district in a fiscal year of the district.~~

~~Government Code 552.371 applies to a written request for public information received by a district that is party to a contract described above for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the district.~~

~~*Gov't Code 552.371(a), (b)*~~

~~Request to Contracting Entity~~

~~A district that receives a written request for contracting information shall request that the entity provide the information to the district. The district must send the request in writing to the party not later than the third business day after the date the district receives the written request. *Gov't Code 552.371(c)*~~

~~*Request for Attorney General Opinion*~~

~~A district's request for an attorney general's decision to determine whether contracting information not maintained by the district falls within an exception to disclosure under the PIA is considered timely if made not later than the 13th business day after the date the district receives the written request described above. *Gov't Code 552.371(d)(1)*~~

~~The statement and copy described below [see Statement to Requestor] is considered timely if provided to the requestor not later than the 13th business day after the date the district receives the written request. *Gov't Code 552.371(d)(2)*~~

~~A submission and copy described below [see Submission to Attorney General] is considered timely if sent not later than the 18th business day after the date the district receives the written request. *Gov't Code 552.371(d)(3), (4)*~~

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~~3.1. The presumption that information is subject to disclosure [see Time for Request, below] does not apply if a district: Complies with the requirements of Government Code 552.371(c) in a good faith effort to obtain contracting information not maintained by the district;~~

~~4.1. Is unable to meet a deadline because the contracting entity failed to provide the information to the district not later than the 13th business day after the date the district received the written request for the information; and~~

~~5.1. Complies with all notice requirements not later than the eighth business day after the date the district receives the information from the contracting entity.~~

~~*Gov't Code 552.371(e)*~~

~~Nothing in Government Code 552.371 affects the deadlines or duties of a district related to requesting an attorney general opinion regarding contracting information the district maintains. *Gov't Code 552.371(f)*~~

Withholding Excepted Information

Request for Attorney General Decision **Required**

~~If a~~**A** district **that** receives a written request for information that ~~the district~~**it wishes to withhold from public disclosure and that it** considers to be within one of the exceptions to required disclosure ~~and that the district wishes to withhold from public disclosure, the district shall request~~**under Government Code Chapter 552, Subchapter C [see GBA] must ask for** a decision from the attorney general about whether the information is within ~~the~~**that** exception ~~[see Submission to~~**if there has not been a previous determination about whether the information falls within one of the exceptions [see Request for** Attorney General **Decision Not Required**, below]. ~~*Gov't Code 552.301(a)*~~

A district may only request an attorney general decision if the district reasonably believes that the requested information is excepted from required disclosure. ~~*Tex.*~~***Gov't Code 552.301(a);*** *Atty. Gen. ORD 665 (2000)*

~~*Time for Request*~~

~~A district must submit the request to the attorney general not later than the tenth business day after receiving the written request.~~

Consequences of Missed Deadlines

If a district does not ~~timely~~ request ~~a~~**an attorney general** decision ~~from the attorney general~~ and ~~comply~~**provides the requestor** with the ~~requirements at Statement~~**information required by Government Code 552.301(d) and (e-1) [see Information** to Requestor, below~~,~~**],** the information **requested in writing** is presumed to be subject to public disclosure and must be released unless there is a compelling reason to withhold it. ***Gov't Code 552.302***

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~~*Gov't Code 552.301(b), .302*~~

~~*Calculating Timelines*~~

~~For the purposes of Government Code sections 552.301–.308,~~

Request and Submissions to Attorney General

The district must ask for the attorney general's decision and state the exceptions that apply within a reasonable time but not later than the tenth business day after the date of receiving the written request.

~~if a district receives a written request by United States mail and cannot adequately establish the actual date of receipt, the request is considered to have been received by the district on the third business day after the date of the postmark on a properly addressed request. *Gov't Code 552.301(a-1)*~~

~~When Government Code sections 552.301–.308 require a request, notice, or other document to be submitted or otherwise given to the attorney general within a specified period, the requirement is met in a timely fashion if the district submits the document through the attorney general's designated electronic filing system within that period. This provision does not affect the right of a district to submit information to the attorney general by mail under Government Code 552.308.~~

~~When the attorney general is required to deliver a notice, decision, or other document within a specified period, the requirement is met in a timely fashion if the attorney general electronically transmits the document within that period.~~

~~For information surrendered or returned to a district by a temporary custodian, the district is considered to receive the request for that information on the date the information is surrendered or returned to the district. [See GB]~~

~~*Gov't Code 552.233(d), .309*~~

~~*Previous Determinations*~~

~~Same Information~~

~~Except as set forth at Government Code section 552.301(g), a district may not request an attorney general decision if the district has previously requested and received a determination from the attorney general concerning the precise information at issue in a pending request and the attorney general or a court determined that the information is not within one of the exceptions. This exception applies to specific information that is again requested from a district after the attorney general has previously issued a decision regarding the precise information or records at issue. *Gov't Code 552.301(f); Tex. Atty. Gen. ORD 673 (2001)*~~

~~Categories of Information~~

~~A district may rely on a previous determination by the attorney general regarding a specific, clearly delineated category of information if:~~

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~~1. The previous decision is applicable to a school district;~~

~~2.~~**1.** ~~The previous decision concludes that the category of information is or is not excepted from public disclosure;~~

~~3.~~**1.** ~~The elements of law, fact, and circumstances are met to support the previous decision's conclusion that the requested records and information at issue are or are not excepted from public disclosure; and~~

~~4. The previous decision explicitly provides that the governmental body or bodies to which the decision applies may withhold the information without the necessity of seeking a decision from the attorney general.~~

~~*Tex. Atty. Gen. ORD 673 (2001)*~~

~~A district that relies on any previous determination to withhold information from disclosure should notify the requestor in writing of the decision or ruling upon which it is relying.~~

~~A district may withhold from public disclosure the categories of records listed at Texas Attorney General Open Records Decision 684 (2009).~~

~~*Tex. Atty. Gen. ORD 684 (2009)*~~

~~A district may withhold from public disclosure personally identifiable, non-directory information in "education records" as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. 1232g [see FL]. *Tex. Atty. Gen. ORD 634 (1995)*~~

~~*Statement to Requestor*~~

~~If a district requests an attorney general decision, it shall provide to the requestor within a reasonable time but not later than the tenth business day after the date of receiving the requestor's written request:~~

~~1. A written statement that the district wishes to withhold the requested information and has asked for a decision from the attorney general about whether the information is within an exception to public disclosure; and~~

~~2.~~**1.** ~~A copy of the district's written communication to the attorney general asking for the decision. If a district's written communication to the attorney general discloses the requested information, the district shall provide a redacted copy of that written communication.~~

~~*Gov't Code 552.301(d)*~~

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~~*Submission to Attorney General*~~

When a district requests an attorney general decision, it shall, within a reasonable time but not later than ~~the15th~~**the 15th** business day after receiving the request for information, submit to the attorney general all of the following:

1. Written comments stating the reasons why the stated exceptions apply that would allow the information to be withheld;
2. A copy of the written request for information;
3. A signed statement as to the date on which the written request for information was received by the district or evidence sufficient to establish that date; and
4. A copy of the specific information requested, or representative samples of the information if a voluminous amount of information was requested. The district shall label the copies or representative samples to indicate which exceptions apply to which parts of the copy.

Gov't Code 552.301(b), (e)

Information to Requestor

A district that requests an attorney general decision shall provide to the requestor within a reasonable time but not later than the tenth business day after the date of receiving the requestor's written request:

1. A written statement that the district wishes to withhold the requested information and has asked for a decision from the attorney general about whether the information is within an exception to public disclosure; and

2. A copy of the district's written communication to the attorney general asking for the decision. If a district's written communication to the attorney general discloses the requested information, the district shall provide a redacted copy of that written communication.

The district shall send a copy of the comments to the requestor not later than the 15th business day after the district receives the written request. If the written comments disclose or contain the substance of the information requested, the copy of the comments provided to the requestor shall be redacted.

Gov't Code 552.301(~~e~~d), (e-1)

Calculating Timeliness

For the purposes of Government Code Chapter 552, Subchapter G (Attorney General Decisions), if a district receives a written request by United States mail and cannot adequately establish the actual date of receipt, the request is considered to have been received by the district on the third business day after the date of the

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postmark on a properly addressed request. *Gov't Code 552.301(a-1)*

When Government Code Chapter 552, Subchapter G requires a request, notice, or other document to be submitted or otherwise given to the attorney general within a specified period, the requirement is met in a timely fashion if the district submits the document through the attorney general's designated electronic filing system within that period. This provision does not affect the right of a district to submit information to the attorney general by specified methods of mail under Government Code 552.308.

When the attorney general is required to deliver a notice, decision, or other document within a specified period, the requirement is met in a timely fashion if the attorney general electronically transmits the document within that period.

For information surrendered or returned to a district by a temporary custodian, the district is considered to receive the request for that information on the date the information is surrendered or returned to the district. [See GB]

Gov't Code 552.233(d), .309

When Government Code Chapter 552, Subchapter G requires a request, notice, or other document to be submitted or otherwise given to a person within a specified period, the requirement is met in a timely fashion if the document is sent to the person by first class United States mail or common or contract carrier properly addressed with postage or handling charges prepaid and:~~Unless the information is confidential by law, the district may disclose the requested information to the public or the requestor before a final determination that the information is public has been made by the attorney general or a court with jurisdiction. *Gov't Code 552.303(a)*~~

~~*Additional Information*~~

~~If the attorney general determines that additional information is necessary to render a decision, the attorney general shall give the district and the requestor written notice of that fact. The district shall submit the necessary additional information to the attorney general not later than the seventh calendar day after the date the notice is received. If the district does not comply with the attorney general's request, the information is presumed to be subject to required public disclosure and must be released unless there is a compelling reason to withhold the information. *Gov't Code 552.303(c)–(e)*~~

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1. **It bears a post office cancellation mark or a receipt mark of a common or contract carrier indicating a time within that period; or**

2. **The person required to submit or otherwise give the document furnishes satisfactory proof that it was deposited in the mail or with a common or contract carrier within that period.**

Gov't Code 552.308

Third Party *Privacy or Property Interests*

~~If~~**In a case in which** information is requested **under the Public Information Act** and a person's privacy or property interests may be involved, including a case under Government Code 552.101 (information confidential by law), 552.110 (trade secrets), 552.1101 (proprietary information), 552.114 (student records), 552.131 (economic development information), or 552.143 (investment information~~)~~**),** a district may decline to release the information for the purpose of requesting a decision from the attorney general.

Third Party Submissions

A person whose interests may be involved **as described above**, or any other person, may submit in writing to the attorney general the person's reasons why the information should be withheld or released. A district may, but is not required to, submit its reasons why the information should be withheld or released. ~~*Gov't Code 552.305(a)–(c)*~~**The proprietary information exception to disclosure provided by Government Code 552.1101(a) may be asserted only by a vendor, contractor, potential vendor, or potential contractor in the manner described by Government Code 552.305(b) for the purpose of protecting the interests of the vendor, contractor, potential vendor, or potential contractor.**

Gov't Code 552.305(a)–(c), .1101(c)

Notice to ~~Owner of Proprietary Information~~**Third Party**

If release of a person's proprietary information may be subject to exception under Government Code 552.101 (information confidential by law), 552.110 (trade secrets), 552.1101 (proprietary information), 552.113 (geological or geophysical information), 552.131 (economic development information), or 552.143 (investment information), a district that requests an attorney general decision shall make a good faith attempt to ~~provide written notice to~~**notify** that person of its request. The notice must:

1. Be **in writing and** sent within a reasonable time not later than the tenth business day after the district receives the request for information; and

2. Include:

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a. A copy of ~~any~~**the** written request ~~a district received~~ for ~~the~~ information**, if any, received by the district**; and

b. A statement, in the form prescribed by the attorney general, that the person is entitled to submit to the attorney general, not later than the tenth business day after the person receives the notice~~, a written statement of the reason(s) why the information should be withheld and a letter, memorandum, or brief supporting the reason(s).~~**:**

(1) Each reason the person has as to why the information should be withheld; and

(2) A letter, memorandum, or brief in support of that reason.

A person who submits a letter, memorandum, or brief to the attorney general under this provision shall send a copy of that letter, memorandum, or brief to the person who requested the information from the district. If the letter, memorandum, or brief submitted to the attorney general contains the substance of the information requested, the copy of the letter, memorandum, or brief may be a redacted copy.

*Gov't Code 552.305(d**), (e**)*

Requests for Contracting Information Not Maintained by the District

"Contracting information" means the following information maintained by a district or sent between a district and a vendor, contractor, potential vendor, or potential contractor:

1. Information in a voucher or contract relating to the receipt or expenditure of public funds by a district;

2. Solicitation or bid documents relating to a contract with a district;

3. Communications sent between a district and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;

4. Documents, including bid tabulations, showing the criteria by which a district evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and

5. Communications and other information sent between a district and a vendor or contractor related to the performance of a final contract with the district or work performed on behalf of the district.

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Gov't Code 552.003(1-a)

Government Code 552.371 applies to an entity that is not a governmental body that executes a contract with a district that:

1. Has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the district; or

2. Results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the district in a fiscal year of the district.

Government Code 552.371 applies to a written request for public information received by a district that is party to a contract described above for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the district.

Gov't Code 552.371(a), (b)

District Request to Contracting Entity

A district that receives a written request for contracting information shall request that the entity provide the information to the district. The district must send the request in writing to the party not later than the third business day after the date the district receives the written request. *Gov't Code 552.371(c)*

Requesting Decision About Contracting Information

A district's request for an attorney general's decision to determine whether contracting information not maintained by the district falls within an exception to disclosure under the Public Information Act is considered timely if made not later than the 13th business day after the date the district receives the written request described above. *Gov't Code 552.371(d)(1)*

The statement and copy described above [see Information to Requestor] is considered timely if provided to the requestor not later than the 13th business day after the date the district receives the written request. *Gov't Code 552.371(d)(2)*

A submission and copy described above [see Request and Submissions to Attorney General] is considered timely if sent not later than the 18th business day after the date the district receives the written request. *Gov't Code 552.371(d)(3), (4)*

The presumption that information is subject to disclosure for failing to comply with Government Code 552.301 [see Request and Submissions to Attorney General, above] does not apply if a district:

1. Complies with the requirements of Government Code 552.371(c) in a good faith effort to obtain contracting information not maintained by the district;

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2. Is unable to meet a deadline because the contracting entity failed to provide the information to the district not later than the 13th business day after the date the district received the written request for the information; and

3. Complies with all notice requirements not later than the eighth business day after the date the district receives the information from the contracting entity.

Gov't Code 552.371(e)

Nothing in Government Code 552.371 affects the deadlines or duties of a district related to requesting an attorney general opinion regarding contracting information the district maintains. *Gov't Code 552.371(f)*

Request for Attorney General Decision Not Required

Previous Determinations

Same Information

A district must release the requested information and is prohibited from asking for a decision from the attorney general about whether information requested under this chapter is within an exception under Government Code Chapter 552, Subchapter C if the district has previously requested and received a determination from the attorney general concerning the precise information at issue in a pending request and the attorney general or a court determined that the information is public information that is not excepted by Subchapter C. *Gov't Code 552.301(f)*

Categories of Previously Determined Information

A district may rely on a previous determination by the attorney general regarding a specific, clearly delineated category of information if:

1. The previous decision is applicable to a school district;

2. The previous decision concludes that the category of information is or is not excepted from public disclosure;

3. The elements of law, fact, and circumstances are met to support the previous decision's conclusion that the requested records and information at issue are or are not excepted from public disclosure; and

4. **The previous decision explicitly provides that the governmental body or bodies, such as the district, to which the decision applies may withhold the information without the necessity of seeking a decision from the attorney general.**

Atty. Gen. ORD 673 (2001)

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~~**Charges Regarding Public Information Requests**~~

A district that relies on a previous determination to withhold information from disclosure should notify the requestor in writing of the decision or ruling upon which it is relying. *Atty. Gen. ORD 684 (2009)*

When Request Is Allowed for Previous Determination

A district may ask for another decision from the attorney general concerning the precise information that was at issue in a prior decision made by the attorney general if:

1. **A suit challenging the prior decision was timely filed against the attorney general in accordance with the Public Information Act concerning the precise information at issue;**
2. **The attorney general determines that the requestor has voluntarily withdrawn the request for the information in writing or has abandoned the request; and**
3. **The parties agree to dismiss the lawsuit.**

Gov't Code 552.301(g)

Note: **For rules regarding the attorney general's review of redactions and electronic submissions to the attorney general, see 1 Administrative Code Chapter 63. For complete cost rules issued by the attorney general, see 1 Administrative Code Chapter 70.**

Authorized Costs and Charges

~~The charge for providing a copy of public information shall be an amount that reasonably includes all costs related to reproducing the information, including costs of materials, labor, and overhead. The charges shall not be excessive and shall not exceed the actual cost of producing the information or for making public information that exists in a paper record available.~~

~~Charges for providing a copy of public information are considered to accrue at the time the district advises the requestor that the copy is available on payment of the applicable charges.~~

~~*50 Pages or Less*~~

~~If a request is for 50 or fewer pages of paper records, the charge for providing the copy of the information shall be limited to the charge for each page of the paper record that is photocopied, unless the pages to be photocopied are located in two or more separate buildings that are not physically connected with each other or a remote storage facility. The charge for providing a copy may not include costs of materials, labor, or overhead.~~

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~~*Statement of Labor Costs*~~

~~If the charge for providing a copy of public information includes costs of labor, the requestor may require the officer for public information or agent to provide the requestor with a written statement as to the amount of time that was required to produce and provide the copy. The statement must be signed by the officer or agent, and the officer or agent's name must be typed or legibly printed below the signature. A charge may not be imposed for providing the written statement to the requestor.~~

~~All requests received in one calendar day from an individual may be treated as a single request for purposes of calculating costs. A district may not combine multiple requests from separate individuals who submit requests on behalf of an organization.~~

~~*Gov't Code 552.261, .262(a)*~~

Attorney General's **Cost** Rules

A district shall use the attorney general's rules to determine the charges for providing copies of public information and to determine the charge, deposit, or bond required for making public information that exists in a paper record available for inspection, except to the extent that other law provides for charges for specific kinds of public information. **The charges for providing copies of public information may not be excessive and may not exceed the actual cost of producing the information or for making public information that exists in a paper record available for inspection.**

A district may determine its own charges for providing copies of public information and its own charge, deposit, or bond for making public information that exists in a paper record available for inspection. However, a district may not charge an amount that is greater than 25 percent more than the amount established by the attorney general, unless the district requests an exemption. ~~*Gov't Code 552.262(a); 1 TAC 70.1(b), .3, .10.*~~

~~*Exemptions*~~

Gov't Code 552.262(a); 1 TAC 70.1(b), .3, .10.

Exemption

A district may request that it be exempt from part or all of the rules adopted by the attorney general for determining charges. The request must be made in writing to the attorney general and must state the reason for the exemption. If a district receives notice from the attorney general that an exemption has been granted, the district may amend its charges according to the attorney general's determination. *Gov't Code 552.262(c)*

Multiple Requests

All requests received in one calendar day from an individual may be treated as a single request for purposes of calculating costs. A district may not combine multiple requests from separate individuals who submit requests on behalf of an organization.~~Copies for Parents~~

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~~A district may charge a reasonable fee in accordance with the above requirements for copies of materials provided to parents pursuant to Education Code Chapter 26. *Education Code 26.012*~~

~~Statement of Estimated~~ ***Gov't Code 552.261(e)***

Charges **for Producing Copies**

The charge for providing a copy of public information shall be an amount that reasonably includes all costs related to reproducing the information, including costs of materials, labor, and overhead.

50 Pages or Less

If a request is for 50 or fewer pages of paper records, the charge for providing the copy of the information may not include costs of materials, labor, or overhead, but shall be limited to the charge for each page of the paper record that is photocopied, unless the pages to be photocopied are located in two or more separate buildings that are not physically connected with each other or a remote storage facility. A connection of two buildings by a covered or open sidewalk, an elevated or underground passageway, or a similar facility is insufficient to cause the buildings to be considered separate buildings.

Statement of Labor Costs

If the charge for providing a copy of public information includes costs of labor, the requestor may require the officer for public information or agent to provide the requestor with a written statement as to the amount of time that was required to produce and provide the copy. The statement must be signed by the officer or agent, and the officer or agent's name must be typed or legibly printed below the signature. A charge may not be imposed for providing the written statement to the requestor.

Accrual of Charges

Charges for providing a copy of public information are considered to accrue at the time the district advises the requestor that the copy is available on payment of the applicable charges.

~~If a request for a copy of public information will result in the imposition of a charge that exceeds $40, a district shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the district regarding the alternative method. A district must inform the requestor of the responsibilities imposed on the requestor by Government Code 552.2615 and the rights granted by that section and give the requestor the information needed to respond as detailed in Government Code 552.2615(a).~~

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~~If, after a district provides the requestor the itemized statement but before it makes the copy or the paper record available, the district determines that the estimated charges will exceed the charges detailed in the original itemized statement by 20 percent or more, the district shall send to the requestor an updated written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs.~~

~~*Requestor's Response*~~

~~A request for which a district is required to produce an (original or updated) itemized statement of estimated charges is considered to have been withdrawn if the requestor does not respond in writing to the itemized statement by informing the district within ten business days after the date the statement is sent to the requestor that:~~

~~1. The requestor will accept the estimated charges;~~

~~2.~~**1.** ~~The requestor is modifying the request in response to the itemized statement; or~~

~~3.~~**1.** ~~The requestor has sent to the attorney general a complaint alleging that the requestor has been overcharged for being provided with a copy of the public information.~~

~~*Actual Charges*~~

~~If the actual charges exceed $40, the charges may not exceed:~~

~~1. The amount estimated in the updated itemized statement; or~~

~~2.~~**1.** ~~If an updated itemized statement is not sent to the requestor, an amount that exceeds by 20 percent or more the amount estimated in the original itemized statement.~~

~~Timing of Deadlines~~

~~An original or updated itemized statement is considered to have been sent by a district, and a requestor is considered to have responded to the statement, on the date that the statement or response is:~~

~~1. Delivered in person;~~

~~2. Deposited, properly addressed, in the U.S. Mail; or~~

~~3.~~**1.** ~~Transmitted by electronic mail or facsimile, provided the requestor agrees to receive the statement by those means.~~

~~The time deadlines for providing or responding to the required statement of estimated charges do not affect the application of a time deadline imposed on a district for requesting a decision by the attorney general under Government Code 552, Subchapter G.~~

*Gov't Code 552.~~2615~~**261(a)–(d)***

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Deposit or Bond ***for Copies***

The officer for public information or agent may require a deposit or bond for payment of anticipated costs for the preparation of a copy of public information if:

1. The officer or agent has provided the requestor with the written itemized statement required by Government Code 552.2615 ~~[see Statement of Estimated Charges, above];~~**(itemized estimate of charges, below);** and

2. The charge for providing the copy is estimated by the district to exceed $100, if the district has more than 15 full-time employees, or $50, if the district has fewer than 16 full-time employees.

The officer or agent may not require a deposit or bond as a down payment for copies of public information that the requestor may request in the future.

Gov't Code 552.263(a), (b)

Effect on Timelines

For ~~the~~ purposes of ~~charging~~**Government Code Chapter 552, Subchapters F (Charges** for ~~providing copies~~**Providing Copies** of ~~public information or for requesting an attorney general's opinion,~~**Public Information) and G (Attorney General Decisions),** a request for a copy of public information is considered to have been received by the district on the date the district receives the deposit or bond~~*. Gov't Code 552.263(e)*~~ **for payment of anticipated costs or unpaid amounts if the officer for public information or agent requires a deposit or bond.**

A requestor who fails to make such a deposit or post such a bond **for payment of anticipated costs for the preparation of copies** before the tenth business day after the date the deposit or bond is required is considered to have withdrawn the request~~*. Gov't Code 552.263(f)*~~ **for the copy of public information that precipitated the requirement of the deposit or bond.**

Gov't Code 552.263(e), (f)

Modified Request

If a requestor modifies a request in response to the requirement of a deposit or bond, the modified request is considered a separate request and is considered received on the date the district receives the written modified request. *Gov't Code 552.263(e-1)*

Unpaid Amounts

The officer for public information or agent may require a deposit or bond for payment of unpaid amounts the requestor owes a district in relation to previous public information requests before preparing a copy of public information in response to a new request, if those unpaid amounts exceed $100. The officer for public information or

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agent may not seek payment of those unpaid amounts through any other means. ~~*Gov't Code 552.263(c)*~~

~~A district that receives a request from a requestor who, within the preceding 180 days, has accepted but failed to pay written itemized statements of estimated charges from the district as provided under Government Code 552.261(b) may require the requestor to pay the estimated charges for the request before the request is fulfilled. *Gov't Code 552.2661*~~

Documentation of Unpaid Amounts

A district must fully document the existence and amount of those unpaid amounts or the amount of any anticipated costs before requiring a deposit or bond. The documentation is subject to required public disclosure. ~~*Gov't Code 552.263(d)*~~

Gov't Code 552.263(c), (d)

Pre-Payments

A district that receives a request from a requestor to produce public information for inspection or publication or to produce copies of public information in response to a requestor who, within the preceding 180 days, has accepted but failed to pay written itemized statements of estimated charges from the district as provided under Government Code 552.261(b) (statement of labor costs, above) may require the requestor to pay the estimated charges for the request before the request is fulfilled. *Gov't Code 552.2661*

Waivers

A district shall provide a copy of public information without charge or at a reduced charge if the district determines that waiver or reduction of the charge is in the public interest because providing the information primarily benefits the **general** public.

If the cost to a district of processing the collection of a charge for providing a copy of public information will exceed the amount of the charge, the district may waive the charge.

Gov't Code 552.267

~~*Government Publication*~~
District Publications

~~The cost provisions described above do~~

Government Code Chapter 552, Subchapter F (charges for providing copies of public information) does not apply to a publication that is compiled and printed by or for a district for public dissemination. If the cost of the publication is not determined by state law, a district may determine the charge for providing the publication~~, or~~. **This provision does not prohibit** the district ~~may provide~~**from providing** the publication free of charge~~,~~ if state law does not require **that** a certain charge **be made**. *Gov't Code 552.270*

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Copies for Parents

A district may charge a reasonable fee in accordance with the above requirements for copies of materials provided to parents pursuant to Education Code Chapter 26. *Education Code 26.012*

Charges for Inspection ~~of Public Information~~**Without Copies**

~~*Inspection of Public Information*~~

If the requestor does not request a copy of public information, a district may not impose a charge for making available for inspection any public information that exists in a paper record, except as set forth below. ~~*Gov't Code 552.271(a)*~~

~~Confidential Information~~

Copy of Edited Page

If a page contains confidential information that must be edited from the record before the information can be made available for inspection, ~~a~~**the** district may charge for the cost of making a photocopy of the page from which the confidential information must be edited. No charge other than the cost of the photocopy may be imposed. ~~*Gov't Code 552.271(b)*~~

Payment, Deposit, or Bond ***for Inspections***

The officer for public information or agent may require a requestor to pay, or to make a deposit or post a bond for the payment of, anticipated personnel costs for making available for inspection public information that exists in paper records if:

1. The information specifically requested by the requestor is older than five years or completely fills, or when assembled will completely fill, six or more archival boxes; and

2. The officer for public information or agent estimates that more than five hours will be required to make the information available for inspection.

*Gov't Code 552.271(**a)–(**c)*

Exception for Certain Small Districts

If a district has fewer than 16 full-time employees, the payment, deposit, or bond may be required only if:

1. The information specifically requested by the requestor is older than three years or completely fills, or when assembled will completely fill, three or more archival boxes; and

2. The officer for public information or agent estimates that more than two hours will be required to make the information available for inspection.

Gov't Code 552.271(d)

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Inspection of *Electronic Records*

~~If a district receives~~**In response to** a request to inspect information that exists in an electronic medium and that is not available directly online to the requestor, ~~the district~~**a charge** may not ~~impose a charge~~**be imposed** for access to the information unless complying with the request will require programming or manipulation of data. If programming or manipulation of data is required, a district shall notify the requestor before assembling the information and provide the requestor with an estimate of charges that will be imposed~~.~~ **to make the information available [see also Requests Requiring Programming or Data Manipulation, above].**

If public information exists in an electronic form on a computer owned or leased by a district~~,~~ and **if** the public has direct access to that computer through a computer network or other means, the electronic form of the information may be electronically copied from that computer without charge if accessing the information does not require processing, programming, or manipulation on the ~~district's~~**district-owned or district-leased** computer before the information is copied. If such information ~~does require~~**also requires** processing, programming, or manipulation before it can be **electronically** copied, a district may impose charges.

If ~~a district creates or keeps~~ information **is created or kept** in an electronic form, ~~the~~**a** district is encouraged to explore options to separate confidential information from public information and make the public information available to the public through electronic access through a computer network or **by** other means.

Gov't Code 552.272

Itemized Estimate of Charges

If a request for a copy of public information will result in the imposition of a charge that exceeds $40, or a request to inspect a paper record without requesting copies will result in the imposition of a charge that exceeds $40, a district shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the district regarding the alternative method. A district must inform the requestor of the responsibilities imposed on the requestor by Government Code 552.2615 and the rights granted by that section and give the requestor the information needed to respond as detailed in Government Code 552.2615(a).

If, after a district provides the requestor the itemized statement but before it makes the copy or the paper record available, the district determines that the estimated charges will exceed the charges detailed in the original itemized statement by 20 percent or more, the

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district shall send to the requestor an updated written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs.

Requestor's Response

A request for which a district is required to produce an (original or updated) itemized statement of estimated charges is considered to have been withdrawn if the requestor does not respond in writing to the itemized statement by informing the district within ten business days after the date the statement is sent to the requestor that:

1. The requestor will accept the estimated charges;

2. The requestor is modifying the request in response to the itemized statement; or

3. The requestor has sent to the attorney general a complaint alleging that the requestor has been overcharged for being provided with a copy of the public information.

Actual Charges

If the actual charges exceed $40, the charges may not exceed:

1. The amount estimated in the updated itemized statement; or

2. If an updated itemized statement is not sent to the requestor, an amount that exceeds by 20 percent or more the amount estimated in the original itemized statement.

No Effect on Deadlines To Request Attorney General Decision

An original or updated itemized statement is considered to have been sent by a district, and a requestor is considered to have responded to the statement, on the date that the statement or response is:

1. Delivered in person;

2. Deposited, properly addressed, in the **United States mail; or**

3. Transmitted by electronic mail or facsimile, provided the requestor agrees to receive the statement by those means.

The time deadlines for providing or responding to the required statement of estimated charges do not affect the application of a time deadline imposed on a district for requesting a decision by the attorney general under Government Code **Chapter 552, Subchapter G.**

Gov't Code 552.2615

Temporary Suspension of Requirements for Districts Impacted by Catastrophe

The requirements of the ~~PIA~~**Public Information Act** do not apply to a district that is currently significantly impacted by a catastrophe such that the catastrophe directly causes the inability of the district to comply with the requirements of the PIA and **the district** complies with requirements below to ~~declare~~**elect** a suspension period.

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"Catastrophe" means a condition or occurrence that directly interferes with the ability of a district to comply with the requirements of the PIA, including:

1. Fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm;
2. Power failure, transportation failure, or interruption of communication facilities;
3. Epidemic; or
4. Riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

"Catastrophe" does not mean a period when staff is required to work remotely and can access information responsive to an application for information electronically, but the physical office of the governmental body is closed.

"Suspension period" means the period of time during which a district may suspend the applicability of the requirements of the ~~PIA.~~ **Public Information Act**.

Initial Suspension Period

A ~~board~~**district** may suspend the applicability of the ~~PIA~~**Public Information Act** to the district for an initial suspension period only once for each catastrophe, which may not exceed seven consecutive days and must occur during the period that:

1. Begins not earlier than the second day before the date the district submits notice to the attorney general; and
2. Ends not later than the seventh day after the date the district submits that notice.

Extension of Initial Suspension Period

A board may extend an initial suspension period if the board determines that the district is still impacted by the catastrophe on which the initial suspension period was based. The initial suspension period may be extended one time for not more than seven consecutive days that begin on the day following the day the initial suspension period ends.

Maximum Suspension Period **Per Catastrophe**

A board that initiates an initial suspension period may not initiate another suspension period related to the same catastrophe, except for a single extension period as described above.

The combined suspension period for a district **filing for both an initial suspension period and a subsequent extension** may not exceed a total of 14 consecutive calendar days with respect to any single catastrophe.

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Upon conclusion of any suspension period the district shall immediately resume compliance with all requirements of the ~~PIA~~**Public Information Act**.

~~Notice~~**Notices** to the Attorney General

A district that elects to suspend the ~~PIA~~**Public Information Act** must submit notice to the attorney general that the district is currently impacted by a catastrophe and has elected to suspend the applicability of the PIA during the initial suspension period.

~~The~~ **A board that elects to extend an initial suspension period must submit** notice ~~must be~~**of the extension** on the form prescribed by the attorney general ~~and~~**.**

The notices on the form prescribed by the attorney general must require the district to:

1. Identify and describe the catastrophe that the district is currently impacted by;
2. State the date the initial suspension period determined by the board begins and the date that period ends;
3. If the board has determined to extend the initial suspension period:
   a. State that the district continues to be impacted by the catastrophe; and
   b. State the date the extension to the initial suspension period begins and the date the period ends; and
4. Provide any other information the office of the attorney general determines necessary.

Notice to the Public

A district that elects to suspend the ~~PIA~~**Public Information Act** must provide notice to the public of the suspension in a place readily accessible to the public and in each other location the district is required to post a notice under ~~the Open~~**Government Code Chapter 551, Subchapter C (Notice of** Meetings ~~Act.~~**).** The district must maintain the notice of the suspension during the suspension period.

Requests During Suspension Period

Notwithstanding another provision of the ~~PIA~~**Public Information Act**, a request for public information received by a district during a suspension period is considered to have been received by the district on the first business day after the date the suspension period ends.

Pending Requests Tolled

A request for public information received by a district before the date an initial suspension period begins are tolled until the first business day after the date the suspension period ends.

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*Gov't Code 552.2325**(a)–(j), (l), (m)***

~~**Miscellaneous Provisions**~~

Large or Frequent Requests

Annual Limits on Personnel Time

A district may establish reasonable monthly and yearly limits on the amount of time that district employees are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time. A yearly time limit may not be less than 36 hours for a requestor during the 12-month period that corresponds to a district's fiscal year. A monthly time limit may not be less than 15 hours for a requestor for a one-month period.

Request by Minor

~~Any~~**In determining whether a time limit applies, any** time spent complying with a request submitted in the name of a minor, as defined by Family Code 101.003(a), is to be included in the calculation of the cumulative amount of time spent complying with a request for public information by a parent, guardian, or other person who has control of the minor under a court order and with whom the minor resides, unless that parent, guardian, or other person establishes that another person submitted that request in the name of the minor.

~~*Exception*~~

~~This section does not apply if the requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:~~

~~5. Dissemination by a news medium or communication service provider, including:~~

~~(1) An individual who supervises or assists in gathering, preparing, and disseminating the news or information; or~~

~~(2)~~**(1)** ~~An individual who is or was a journalist, scholar, or researcher employed by an institution of higher education at the time the person made the request for information; or~~

~~b.~~**a.** ~~Creation or maintenance of an abstract plant as described by Insurance Code 2501.004.~~

~~"Communication service provider" has the meaning assigned by Civil Practice and Remedies Code 22.021.~~

~~"News medium" means a newspaper, magazine or periodical, a book publisher, a news agency, a wire service, an FCC-licensed radio or television station or a network of such stations, a cable, sat-~~

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~~ellite, or other transmission system or carrier or channel, or a channel or programming service for a station, network, system, or carrier, or an audio or audiovisual production company or internet company or provider, or the parent, subsidiary, division, or affiliate of that entity, that disseminates news or information to the public by any means, including:~~

~~6. Print;~~

~~7. Television;~~

~~8. Radio;~~

~~9. Photographic;~~

~~10. Mechanical;~~

~~11. Electronic; and~~

~~12. Other means, known or unknown, that are accessible to the public.~~

~~This section also does not apply if the requestor is an elected official of the United States, this state, or a political subdivision of this state or a representative of a publicly funded legal services organization that is a federal tax exempt entity under Section 501(c)(3), Internal Revenue Code of 1986.~~

Gov't Code 552.275(a), (b), (c)

Written Statement of **Cumulative** Personnel Time

If a district establishes a time limit, each time the district complies with a request for public information, the district shall provide the requestor with a written statement of the amount of personnel time spent complying with that request and the cumulative amount of time spent complying with requests for public information from that requestor during the applicable monthly or yearly period. The amount of time spent preparing the written statement may not be included in the amount of time **included** in the statement~~.~~ **to the requestor. *Gov't Code 552.275(d)***

Written Estimate of Charges ***Beyond Time Limit***

~~If~~**Subject to unpaid cost estimates for large and frequent requests, as described below, if in connection with a request for public information,** the cumulative amount of personnel time spent complying with requests for public information from the same requestor equals or exceeds the **district-**established time limit, ~~a~~**the** district shall provide the requestor with a written estimate of the total cost, including materials, personnel time, and overhead expenses, necessary to comply with the request. The ~~district shall provide the~~ written estimate **must be provided to the requestor** on or before the tenth day after the date on which the ~~request~~**public information** was ~~made~~**requested**. The amount of this charge

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relating to the cost of locating, compiling, and producing the public information shall be established by rules prescribed by the attorney general~~.~~ **under Government Code 552.262(a) and (b).**

Additional Time

If a district provides the requestor with written notice that additional time is required to prepare the written estimate, the district must provide the written estimate as soon as practicable, but on or before the tenth day after the date the district provided the notice that additional time was required.

Gov't Code 552.275(e), (f)

Unpaid Cost Estimate

When a request is made by a requestor who has made a previous request to the district that has not been withdrawn, for which the district has located and compiled documents in response, and for which the district has issued a written estimate of charges that remains unpaid on the date the requestor submits the new request, the district is not required to locate, compile, produce, or provide copies of documents or prepare an estimate of charges in response to a new request until the date the requestor pays each unpaid statement issued in connection with a previous request or withdraws the previous request to which the statement applies. ***Gov't Code 552.275(e-1)***

~~Additional Time~~

~~If a district provides the requestor with written notice that additional time is required to prepare the written estimate, the district must provide the written estimate as soon as practicable, but on or before the tenth day after the date the district provided the notice that additional time was required.~~

~~*Acceptance of Charges*~~

Production Not Required Until Payment

If a district provides a requestor with the estimate of charges and the **district's** time limits regarding the requestor have been exceeded, ~~a~~**the** district is not required to produce public information for inspection or duplication or to provide copies of public information in response to the requestor's request unless on or before the tenth day after the date the district provided the written estimate, the requestor submits payment of the amount stated in the written estimate.

If the requestor fails or refuses to submit payment, the requestor is considered to have withdrawn the request.

~~*Waived or Reduced Charges*~~

~~This section does not prohibit a district from providing a copy~~***Gov't Code 552.275(g)–(h)***

Exceptions

The provisions above concerning requests that require large amounts of **employee or personnel time do not apply if the requestor is:**~~public~~

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1. **An individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or** information ~~without charge or at a reduced rate, or from waiving a charge for providing a copy of public~~ **for and is seeking the** information~~, under~~ **for:**

   a. **Dissemination by a news medium or communication service provider (as defined by** Government Code 552.~~267 [see Waivers, above].~~**275(m)), including:**

      (1) An individual who supervises or assists in gathering, preparing, and disseminating the news or information; or

      (2) An individual who is or was a journalist, scholar, or researcher employed by an institution of higher education at the time the person made the request for information; or

   b. Creation or maintenance of an abstract plant as described by Insurance Code 2501.004.

2. **An elected official of the United States, this state, or a political subdivision of this state.**

3. **A representative of a publicly funded legal services organization that is exempt from federal income taxation under Internal Revenue Code 501(a), as amended, by being listed as an exempt entity under 501(c)(3) of that code.**

*Gov't Code 552.275**(j)–(l)***

Filing Suit to ~~Withhold Information~~ Challenge Attorney General's Decision

~~A~~**The only suit a** district may file ~~suit~~ seeking to withhold information ~~if the district receives a determination from the attorney general that information must be disclosed to a requestor. The~~ **from a requestor is a** suit **that:**~~must be~~

1. **Is** filed in **a** Travis County district court against the attorney general ~~and must seek~~**in accordance with Government Code 552.325, and**

~~1.~~**2. Seeks** declaratory relief from compliance with ~~the attorney general's~~**a** decision **by the attorney general issued under Government Code Chapter 552, Subchapter G**.

The district must bring the suit not later than the 30th calendar day after the **date the** district receives the attorney general's decision~~.~~ **determining that the requested information must be disclosed**

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to the requestor. If the district **does not bring suit within that period, the district shall comply with the decision of the attorney general.**

Exception for Affirmative Defenses

If the district wishes to preserve an affirmative defense for its officer for public information~~,~~ as provided by Government Code 552.353(b)(3), the district must file suit not later than the tenth calendar day after receipt of the attorney general's decision.

Gov't Code 552.324, .353(b)(3)

Suits Over Parent's Request ~~for Information~~

~~A district that receives a request from a parent for public information relating to the parent's child shall comply with the PIA.~~

A district that seeks to withhold information from a parent who has requested public information relating to the parent's child under the ~~PIA~~**Public Information Act**, and that files suit **as described by Government Code 552.324** to challenge a decision by the attorney general, must bring the suit not later than the 30th calendar day after the date the district receives the decision of the attorney general, unless an earlier deadline is established by the ~~PIA~~**Public Information Act**.

A court shall grant such a suit precedence over other pending matters to ensure prompt resolution **of the subject matter of the suit**. Notwithstanding any other law, a district may not appeal the decision of the court. This prohibition does not affect the right of a parent to appeal the decision. If a district does not bring suit within the period established, the district shall comply with the decision of the attorney general.

This provision does not affect the earlier deadline for purposes of Government Code 532.353(b)(3) (exception for affirmative defenses, above) for a suit brought by an officer for public information.

Education Code 26.0085

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[1] **Office of the Attorney General and the Public Information Act: https://www.texasattorneygeneral.gov/open-government/office-attorney-general-and-public-information-act**

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Note: The following legal provisions address the notification requirements and right of access to students when DFPS investigates reports of abuse and neglect at school. For additional legal provisions addressing reporting child abuse and neglect and investigations generally, see FFG.

Child Protective Investigations

A Texas Department of Family and Protective Services (DFPS) investigation of a report of child abuse or neglect under Family Code Chapter 261 may include an interview and examination of the subject child, which may be conducted at any reasonable time and place, including the child's school. A school official may not deny the request of an investigator, investigating a report of suspected child abuse or neglect, to interview, at school, a student who is an alleged victim. A school official may not condition granting the request on a requirement that school personnel, such as a counselor, attend the interview. *Family Code 261.302(a), (b); Atty. Gen. Op. DM-476 (1998)*

A person that has confidential locating or identifying information regarding a family that is the subject of an investigation under Family Code Chapter 261 shall release that information to DFPS on request. The release of information to DFPS by a person is not subject to Government Code 552.352 or any other law providing liability for the release of confidential information. *Family Code 261.303(e)*

Special Investigations

On receipt of a report of alleged or suspected child abuse or neglect in a public school, DFPS shall perform an investigation as provided by Family Code Chapter 261 and the rules adopted thereunder.

The Special Investigations program (SI) of the Child Protective Investigations division (CPI) of DFPS investigates allegations of abuse or neglect of a child by school personnel or volunteers in a school setting.

Family Code 261.406(a); 40 TAC 707.597–.625

Definitions

"School personnel and volunteers" means persons who have access to children in a school setting and are providing services to or caring for the children. School personnel include but are not limited to school employees, contractors, school volunteers, school bus drivers, school cafeteria staff, and school custodians.

"School setting" means the physical location of a child's school or of an event sponsored or approved by the child's school, or any other location where the child is in the care, custody, or control of

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school personnel in their official capacity, including transportation services. This does not include:

1. School settings involving only children in facilities regulated by the Texas Health and Human Services Commission (HHSC) when HHSC contracts with the local school district to provide education services; or

2. School settings that are a part of child care operations regulated by the Child Care Licensing division of HHSC.

40 TAC 707.605(6)–(7)

Notice to School Personnel

Prior to conducting an investigation of school personnel or volunteers, SI shall notify the school principal (or the principal's supervisor if the school principal is an alleged perpetrator) of the fact that a report has been assigned for investigation, the nature of the allegations contained in the report, and the date and time SI plans to visit the school campus to begin the investigation.

SI must also orally notify the superintendent about the investigation.

SI must request that the school personnel notified of the investigation not alert the alleged perpetrator or others regarding the report until SI has had an opportunity to interview the alleged perpetrator.

Family Code 261.105(d); 40 TAC 707.615

No Interference with Investigation

School officials or other persons related to the school setting may not interfere with an investigation of a report of child abuse or neglect conducted by DFPS.

Interviews on School Premises

Interviews and examinations in a school investigation may take place on or off the school premises, as deemed appropriate by SI, pursuant to all applicable standards. SI will notify appropriate school personnel prior to conducting an interview or visual inspection on school premises.

Presence of School Personnel

SI may request that school personnel or volunteers not be present during the interview or visual inspection of an alleged victim, an alleged perpetrator, an adult or child witness, or any other person who may have information relevant to the investigation if the investigator determines that:

1. The presence of school personnel or volunteers would compromise the integrity of the investigation; or

2. A better interview or examination of the child would result without school personnel or volunteers being present.

Family Code 261.303(a); 40 TAC 707.619(a)

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Report of Findings

After the completion of an investigation, SI must provide a report of the investigation, redacted to remove the identity of the reporter, to the Texas Education Agency (Director of Education Investigations) for an investigation concerning an employee of the district. On request, SI shall provide a redacted copy of the report to the following:

1. State Board for Educator Certification;
2. The president of the school board;
3. The superintendent; and
4. The school principal, unless the principal is the alleged perpetrator.

SI is not required to provide notice to a school official if it administratively closes a report of abuse or neglect prior to notifying school officials that DFPS received a report of abuse or neglect in the school setting.

Family Code 261.406(b); 40 TAC 707.623

Prohibited Law Enforcement Citations

For this provision, a "school offense" means an offense committed by a child enrolled in a public school that is a Class C misdemeanor other than a traffic offense and that is committed on property under the control and jurisdiction of a school district. "Child" means a person who is a student and at least ten years of age and younger than 18 years of age.

A peace officer, law enforcement officer, or school resource officer may not issue a citation to a child who is alleged to have committed a school offense. Education Code Chapter 37, Subchapter E-1 (Criminal Procedure) does not prohibit a child from being taken into custody under Family Code 52.01 (described below).

Education Code 37.141, .143

Students Taken into Custody

For the following provisions, "child" means a person who is:

1. **Ten years of age or older and under 17 years of age, or**
2. **Seventeen years of age or older and under 18 years of age who is alleged or found to have engaged in delinquent conduct or conduct indicating a need for supervision as a result of acts committed before becoming 17 years of age.**

Family Code 51.02(2)

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A child may be taken into custody under Family Code Title 3 (Juvenile Justice Code):

1. Pursuant to an order of the juvenile court.
2. Pursuant to the laws of arrest.
3. By a law enforcement officer, including a school district peace officer, if there is probable cause to believe the student has engaged in a criminal violation, delinquent conduct, conduct indicating a need for supervision, or conduct that violates a condition of probation.
4. By a probation officer, if there is probable cause to believe the student has violated a condition of probation or a condition of release.
5. Pursuant to a directive to apprehend issued by a juvenile court.
6. By a law enforcement officer, to take the child's fingerprints or photograph, as set forth at Family Code 58.0021.

Family Code 52.01(a), 58.0021

In addition, a child may be taken into custody without a court order:

1. By an authorized representative of the DFPS, a law enforcement officer, or a juvenile probation officer under the conditions set out in Family Code 262.104, relating to the student's physical health or safety; or
2. As otherwise provided by Family Code Chapter 262 (Suit by Governmental Entity to Protect Health and Safety of Child).

Family Code Ch. 262

Students in Custody

A person taking a child into custody may, if school is in session and the child is a student, bring the child to the campus to which the child is assigned if the principal, the principal's designee, or a peace officer assigned to the campus agrees to assume responsibility for the child for the remainder of the school day. *Family Code 52.02(a)(7)*

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(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	**School Districts and Education Service Centers**	**Community Colleges**
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529	800.580.1488

Capitalization Threshold

The capitalization threshold for purposes of classifying individual capital assets shall be ~~$5,000~~$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

District Police Department

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the chief of police and approved by the Superintendent.
8. Carry out all other duties as directed by the chief of police or Superintendent.

District police officers shall not be assigned routine classroom discipline or administrative tasks.

Temporary Assignment	District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.
Limitations on Nonschool Employment	No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and Superintendent.
Relationship with Outside Agencies	The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
Video Monitoring	If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.
Access to Recordings	Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]
Training	All District officers shall receive at least the minimum amount of education and training required by law.
Department Regulations Manual	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.
Racial Profiling	The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.
Use of Force	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
High-Speed Pursuit	Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by

~~the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.~~

~~Complaints~~

~~Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint. [See Complaints Against Peace Officers at CKEA(LEGAL)]~~

~~Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.~~

District Police Department

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

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The jurisdiction of police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the chief of police and approved by the Superintendent.
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Relationship with Outside Agencies	The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
Video Monitoring	If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.
Access to Recordings	Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]
Body-Worn Cameras	District officers shall use body-worn cameras only when performing official law enforcement duties and in accordance with the provisions of the District police department's body-worn camera program. Officers shall receive training on the program, including proper use and operation of cameras. Any District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.
Training	All District officers shall receive at least the minimum amount of education and training required by law.
Department Regulations Manual	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.

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Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

Complaints

Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint.

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

Integrated Pest Management Program

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

Reasonable Assurance

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

Specifications

The Superintendent~~ or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

Bid Process

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

Safety Record

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

Specifications

The Superintendent~~ or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

Process

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal Acceptance

The District may reject any and all proposals.

Safety Record

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA]~~-~~ The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The ~~Superintendent or designee shall classify~~classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or ~~bimonthly~~semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~Any pay adjustments for individual employees~~,~~ shall be determined within the approved budget following established procedures.

~~Mid-Year~~Midyear Pay Increases

Contract Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements~~]~~.]

Noncontract Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

During an emergency closure, all full-time employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools~~]~~.]

Premium Pay During Disasters

All employees who are required to work ~~during~~ to mitigate the reason for an emergency closing ~~for a disaster, as declared by a federal, state, or local official or the Board,~~ shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. All other employees who are required to work during an emergency closing shall be paid their regular rate of pay.

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent ~~or designee~~ shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

Persons Age 21 and Over

The District shall admit persons who are at least age 21 and under age 26 for the purpose of completing the requirements for a high school diploma.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

~~At the time of initial registration and on an annual basis thereafter~~In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency~~ in accordance with administrative regulations developed by the Superintendent.~~. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

Students Not Enrolled

A student enrolled in another public school district or a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Minimum Standards

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
Notice of Report	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
Prohibited Conduct	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
Investigation of Report	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
Concluding the Investigation	Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation. The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.
Notice to Parents	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

Counseling

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

STATUS LOG TASB Localized Policy Manual 121							
(LEGAL) / (LOCAL)	*LEGAL policy: Red font indicates a legal policy which must be accepted as recommended by TASB. * LOCAL policy: Black font must be reviewed, possibly revised (**), and presented to the Board of Trustees for approval. **See attachment of policy as revised and recommended by administration.						
Code		TASB Action Recommended	Responsible Administrator	MISD Action Recommended*		Board Presentation	
				TASB Revision	MISD Revision**	1st Reading	Approved
AC	(LEGAL)	Replace policy	Board of Trustees, Dr. De Hoyos, Todd Miller	✓		Sept. 11, 2023	
AF	(LEGAL)	Replace policy	Board of Trustees, Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
AIE	(LEGAL)	Replace policy	Board of Trustees, Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
BBBA	(LEGAL)	Replace policy	Board of Trustees, Dr. De Hoyos, Todd Miller	✓		Sept. 11, 2023	
BQ	(LEGAL)	Replace policy	Board of Trustees, Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
C	(LEGAL)	Replace table of contents	Adel Felix	✓		Sept. 11, 2023	
CBB	(LEGAL)	Replace policy	Adel Felix, Elizabeth Gonzalez	✓		Sept. 11, 2023	
CCA	(LEGAL)	Replace policy	Adel Felix, Todd Miller	✓		Sept. 11, 2023	
CCGA	(LEGAL)	Replace policy	Adel Felix	✓		Sept. 11, 2023	
CCGB	(LEGAL)	Replace policy	Adel Felix	✓		Sept. 11, 2023	
CFB	(LOCAL)	Replace policy	Adel Felix	✓		Sept. 11, 2023	
CH	(LEGAL)	Replace policy	Elizabeth Gonzalez	✓		Sept. 11, 2023	
CKE	(LOCAL)	DELETE policy	Chief Silva	✓		Sept. 11, 2023	
CKEA	(LOCAL)	ADD policy	Chief Silva	✓		Sept. 11, 2023	
CL	(LEGAL)	Replace policy	Elizabeth Gonzalez	✓		Sept. 11, 2023	
CLA	(LEGAL)	Replace policy	Elizabeth Gonzalez	✓		Sept. 11, 2023	
CLB	(LEGAL)	Replace policy	Elizabeth Gonzalez 1122	✓		Sept. 11, 2023	
CLB	(LOCAL)	Replace policy	Elizabeth Gonzalez		✓	Sept. 11, 2023	

STATUS LOG TASB Localized Policy Manual 121							
(LEGAL) / (LOCAL)		*LEGAL policy: Red font indicates a legal policy which must be accepted as recommended by TASB. * LOCAL policy: Black font must be reviewed, possibly revised (**), and presented to the Board of Trustees for approval. **See attachment of policy as revised and recommended by administration.					
Code		TASB Action Recommended	Responsible Administrator	MISD Action Recommended*		Board Presentation	
				TASB Revision	MISD Revision**	1st Reading	Approved
CMD	(LEGAL)	Replace policy	Elizabeth Gonzalez, Adel Felix, Maribelle Elizondo	✓		Sept. 11, 2023	
CNC	(LEGAL)	Replace policy	Elizabeth Gonzalez, Chief Silva	✓		Sept. 11, 2023	
CO	(LEGAL)	Replace policy	Elizabeth Gonzalez	✓		Sept. 11, 2023	
CQ	(LEGAL)	Replace policy	Elizabeth Gonzalez, Maribelle Elizondo, Adel Felix	✓		Sept. 11, 2023	
CQA	(LEGAL)	Replace policy	Dr. De Hoyos, Elizabeth Gonzalez, Adel Felix, Maribelle Elizondo, Todd Miller,	✓		Sept. 11, 2023	
CRF	(LOCAL)	Replace policy	Todd Miller	✓		Sept. 11, 2023	
CSA	(LEGAL)	No policy enclosed / See explanatory note	Elizabeth Gonzalez, Chief Silva	✓		Sept. 11, 2023	
CVA	(LOCAL)	Replace policy	Elizabeth Gonzalez	✓		Sept. 11, 2023	
CVB	(LOCAL)	Replace policy	Elizabeth Gonzalez	✓		Sept. 11, 2023	
DBAA	(LEGAL)	Replace policy	Todd Miller	✓		Sept. 11, 2023	
DEA	(LOCAL)	Replace policy	Todd Miller, Adel Felix	✓		Sept. 11, 2023	
DEAB	(LEGAL)	Replace policy	Todd Miller, Adel Felix	✓		Sept. 11, 2023	
E	(LEGAL)	Replace table of contents	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EF	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EHAD	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EHBAB	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EHBAF	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	

STATUS LOG TASB Localized Policy Manual 121							
(LEGAL) / (LOCAL)		*LEGAL policy: Red font indicates a legal policy which must be accepted as recommended by TASB. * LOCAL policy: Black font must be reviewed, possibly revised (**), and presented to the Board of Trustees for approval. **See attachment of policy as revised and recommended by administration.					
Code		TASB Action Recommended	Responsible Administrator	MISD Action Recommended*		Board Presentation	
				TASB Revision	MISD Revision**	1st Reading	Approved
EHBC	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EHBCA	(LEGAL)	ADD policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EHBH	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EHBI	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EHBJ	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EI	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
EKB	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo	✓		Sept. 11, 2023	
FD	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez	✓		Sept. 11, 2023	
FD	(LOCAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez	✓		Sept. 11, 2023	
FDA	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez	✓		Sept. 11, 2023	
FDC	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez	✓		Sept. 11, 2023	
FEA	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez	✓		Sept. 11, 2023	
FEB	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez	✓		Sept. 11, 2023	
FFAF	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez	✓		Sept. 11, 2023	
FFC	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Todd Miller	✓		Sept. 11, 2023	
FFI	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Todd Miller	✓		Sept. 11, 2023	
FFI	(LOCAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Todd Miller	✓		Sept. 11, 2023	
FL	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Todd Miller	✓		Sept. 11, 2023	

STATUS LOG TASB Localized Policy Manual 121							
(LEGAL) / (LOCAL)		*LEGAL policy: Red font indicates a legal policy which must be accepted as recommended by TASB. * LOCAL policy: Black font must be reviewed, possibly revised (**), and presented to the Board of Trustees for approval. **See attachment of policy as revised and recommended by administration.					
Code		TASB Action Recommended	Responsible Administrator	MISD Action Recommended*		Board Presentation	
				TASB Revision	MISD Revision**	1st Reading	Approved
G	(LEGAL)	Replace table of contents	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Todd Miller	✓		Sept. 11, 2023	
GB	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Adel Felix, Todd Miller	✓		Sept. 11, 2023	
GBA	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Adel Felix, Todd Miller	✓		Sept. 11, 2023	
GBAA	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Adel Felix, Todd Miller	✓		Sept. 11, 2023	
GRA	(LEGAL)	Replace policy	Dr. De Hoyos, Maribelle Elizondo, Elizabeth Gonzalez, Adel Felix, Todd Miller	✓		Sept. 11, 2023	

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion of the Texas Association of School Board (TASB) Localized Policy Manual Update 121 for Policies CVA (Local) and CVB (Local) - 1st Reading

REFERENCE: Goal 1: Student Achievement/Student Focus, Strategy 4: Rigorous/World Class Standards to Customize for Every Learner

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
In order to maintain an up-to-date policy manual and inform local decision makers, TASB Localized Manual Update 121 consists of legal and local referenced policies. After further discussion and consideration, Administration in non-concurring with Texas Association of School Board(TASB) recommendation to eliminate "or designee" in both policies CVA and CVB.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
LOCAL policies contained in TASB Localized Manual Update 121 reflect changes necessary for consistency with LEGAL policies.

LEGAL REVIEW:
None.

BUDGETARY CONSIDERATIONS:
On-going contract with TASB policy services.

RECOMMENDED BOARD ACTION:
This item is for information only; no action is required.

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Todd Miller
Sep 21, 2023

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools
Sep 21, 2023

McALLEN INDEPENDENT SCHOOL DISTRICT

TASB Update 121 – Policies CVA & CVB

1st Reading

September 25, 2023

INTRODUCTION

- **<u>TASB Update 121 includes</u>:**
  - LEGAL: 48
  - LOCAL: 10 Total
    - CVA Facilities Construction, Competitive Bidding
    - CVB Facilities Construction, Competitive Sealed Proposals
  - After further discussion and consideration, Administration in non-concurring with Texas Association of School Board's (TASB) recommendation to eliminate "or designee" in both policies.

Board Policy CVA (LOCAL) TASB: Replace Policy

- **<u>Facilities Construction, Competitive Bidding</u>:**
  - Explanatory notes: Page 3
  - Summary:
    - Currently reads: Specifications
      - The Superintendent or designee shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.
    - TASB proposes change to read:
      - The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

1129

-- **Administration non-concurs with TASB recommendation.**

Board Policy CVB (LOCAL)

TASB: Replace Policy

- **<u>Facilities Construction, Competitive Sealed Proposals</u>**
  - Explanatory notes: Page 3
  - Summary:
    - Currently reads: Specifications
      - The Superintendent or designee shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.
    - TASB proposes change to read:
      - The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

1130

- **Administration non-concurs with TASB recommendations.**

Any questions?

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action of Stipend for Instructional Coach - Science Interventionist (K-5)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The districts' ability to offer competitive stipends is critical to ensure we are able to continue to attract and retain highly qualified staff. Administration is recommending adding a stipend for "Instructional Coach - Science Interventionist (K-5)" to match the current $7,000 Board approved stipend for "Instructional Coach - Reading Interventionist (K-5)."

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: Not Applicable
The "Instructional Coach - Science Interventionist (K-5)" supports supplemental science instruction and interventions aligned with the District Science curriculum in both English and Spanish in grades Kinder through 5th grade.

LEGAL REVIEW: Not Applicable

BUDGETARY CONSIDERATIONS: Funds for this stipend will be paid from State & Federal Funds, Title I, Part A

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve the stipend for Instructional Coach - Science Interventionist (K-5).

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Todd Miller
Sep 20, 2023

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools
Sep 20, 2023

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
GRANT FUNDED

DYSLEXIA PROGRAM

Position	# of Positions	Yearly Stipend
Certified Academic Language Therapists (CALT)	1	$3,000
Certified Academic Language Practitioners (CALP)	TBD	$2,000
Diagnostician Dyslexia	1	$1,000

Fund 157
HR Entered

Note:

1) CALT Candidates who are not certified with a master degree within 5 years of obtaining Academic Language Therapy Association (ALTA) CALT certification will be recognized and certified as a Certified Academic Language Practitioner (CALP) and paid accordingly.
2) For those Candidates completing the Masters program in the Spring of 2024 will be eligible for stipend in 2024-25.

READING ACADEMY

Position	# of Positions	Stipend Amount
English Language Arts (or "General Ed.") path	TBD	$750
Biliteracy path	TBD	$1,250

Fund 211/164
Department Supplemental

Note:

1) TEA mandated the HB3 Reading Academies for teachers in grades Kindergarten through 3rd grade including those who conduct small group interventions. By the end of the 22-23 school year, all current teachers must have fulfilled the Reading Academy requirements. Starting with the 23-24 school year, all new teachers to Kinder-3rd grade must be simultaneously enrolled in the reading academies.

2) Stipends will be paid to current McAllen ISD teachers who registered and successfully completed Texas Reading Academy coursework (English or Biliteracy Route) on their first attempt. Employees must be employed at McAllen ISD when the stipend is issued.

STATE & FEDERAL PROGRAMS

Position	# of Positions	Yearly Stipend
Social Worker	12	$1,000

Fund 193
Department Supplemental

Title I, Part A

Position	# of Positions	Yearly Stipend
Title I ELA Coach	1	$10,000
Title I Math Coach	1	$10,000
Title I Literacy Coach (Writing 3-8)	1	$10,000
Instructional Coach- Reading Interventionist (K-5)	1	$7,000

Fund 211/193
HR Entered

Title II, Part A

Position	# of Positions	Yearly Stipend
Content Specialist Teacher (Qualifications listed on job description)	10	$5,000
Mentors of New Teachers (Years 0-3) **	TBD	$1,000
University of Texas Rio Grande Valley (UTRGV) Teacher Residency	16	$12,000

Fund 255
HR Entered
** *Department Supplemental*

Board Approved
June 19, 2023

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Service Agreement No. 2024-187 Texas Association of School Boards, Inc. (TASB)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Texas Association of School Boards, Inc. will conduct a review of the Human Resources (HR) department. The review will be conducted by a team of experienced human resources professionals for the purpose of identifying opportunities and strategies to improve processes and procedures.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The scope of operations examined will include department organization and management; HR data systems and record-keeping; personnel records and compliance systems; recruiting, certification, and employment procedures; employee relations, investigation and grievance processes; leave and substitute management; performance appraisal and performance management; compensation systems administration; division of responsibilities between HR and business office; and support for campus and Client supervisors. TASB consultants will conduct the review through document examination and interviews and observations, if applicable. A written report of findings and recommendations will be provided with an administrative briefing. January 2024 will be targeted for delivery of a draft report, after beginning this operational review in November 2023.

LEGAL REVIEW:

The agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds have been budgeted for this item from account 199.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve this Agreement No. 2024-187 Texas Association of School Boards, Inc. (TASB).

SUBMITTED BY: _____ **SUPERVISOR:** Todd M Miller

For further information contact:
Name: Mr. Todd Miller, Assistant Superintendent for Human Resources
Office: (956) 618-6031
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion Possible Action on First Amendment to Agreement No. 2023-140 McAllen High School Tennis Court Facilities Use Agreement with South Texas College

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On May 16, 2023, the District entered into an agreement with South Texas College ("STC"). The facility agreement grants access to STC to utilize the McAllen High School Tennis Courts.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District and STC would like to amend this agreement beginning September 26, 2023.

LEGAL REVIEW:

The Amendment has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve First Amendment to Agreement No. 2023-140 McAllen High School Tennis Court Facilities Use Agreement with South Texas College through June 30, 2026.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Elizabeth Gonzalez

For further information contact:
Name: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations
Office: (956) 618-6000
eMail: Elizabeth.Gonzalez2@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools

FIRST AMENDMENT TO

CONTRACT NO. 2023-140 McAllen High School Tennis Court Facility Use Agreement

This First Amendment to Contract No. 2023-140 (the "Contract") effective this 26th day of September 2023 by and between McAllen Independent School District ("District") and South Texas College ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2023-140 dated May 16, 2023; and

WHEREAS, the District and Contractor desire to amend the Contract.

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

1. The paragraph titled "Term" has been deleted in its entirely and replaced with the following:
    a. The term of this Agreement, and all rights and obligation of the Parties under this Agreement shall commence on May 1, 2023 and shall terminate on June 30, 2026. During the Fall 2023 Semester, the Licensee shall have access to the Licensed Facility pursuant to the terms of this agreement from 8:15 a.m. until 9:45 a.m. on Mondays and Wednesdays. During the Spring 2024 Semester, the Licensee shall have access to the Licensed Facility pursuant to the term of this agreement from 10:00 a.m. until 11:15 a.m. on Tuesdays and Thursdays. Licensee and its officers, agents, employees, contractors, students, and invitees shall be entitled to enter the Licensed Facility, only upon those dates and at the times stated in this Agreement or otherwise agreed to in writing. In the event of a conflict, District will have first consideration and priority in the scheduling of events. In addition, the District and the Licensee agree to reasonably cooperate in scheduling the use of the Facilities outside of the hours set forth in this Paragraph if needed to provide the greatest benefit to its respective students and participants. With respect to May 2024 through August 2024, the Parties shall agree in writing to the days and time of use of the Licensed Facilities.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crane Aliseda, Board President

SOUTH TEXAS COLLEGE

By: _____
Dr. Ricardo J. Solis, President

Approved as to form:
O'Hanlon, Demerath & Castillo
by: _____
Kevin O'Hanlon, Attorney

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is between **MCALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter "Licensor" or "District"), an independent school district and political subdivision of the State of Texas, and **SOUTH TEXAS COLLEGE** (hereinafter called "Licensee"), an agency and institution of higher education organized under the laws of the State of Texas, hereinafter collectively referred to as the "Parties."

WHEREAS, the District owns and maintains the designated facilities ("District Facility" or "District Facilities") and permit non-school use of such facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with District Board Policy;

WHEREAS, Licensee has requested use of a District Facility and the Parties enter into this Agreement in compliance with the requirements of Board Policy GKD (Local);

NOW THEREFORE,

For and in consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

1) **Designated Facility Use**. In consideration of the mutual covenants and promises of this Agreement, District grants to Licensee a license to use the McAllen High School tennis courts located at 2021 La Vista Avenue, McAllen Texas 78501 (hereinafter "Licensed Facility"). This Agreement does not entitle Licensee or Licensee's officers, agents, employees, contractors, students or invitees to enter, occupy, or use any other area, facility, or building owned or controlled by the District.

2) **Term.** The term of this Agreement, and all rights and obligations of the Parties under this Agreement, shall commence on May 1, 2023 and shall terminate on June 30, 2026. During the Fall 2023 Semester, the Licensee shall have access to the Licensed Facility pursuant to the terms of this Agreement from 10:00 am until 11:15 am on Tuesdays and Thursdays. Licensee and its officers, agents, employees, contractors, students, and invitees shall be entitled to enter the Licensed Facility, only upon those dates and at the times stated in this Agreement or otherwise agreed to in writing. In the event of a conflict, District will have first consideration and priority in the scheduling of events. In addition, the District and the Licensee agree to reasonably cooperate in scheduling the use of the Facilities outside of the hours set forth in this Paragraph if needed to provide the greatest benefit to its respective students and participants. With respect to May 2023 through August 2023 and the periods following the Fall 2023 Semester, the Parties shall agree in writing to the days and times of use of the Licensed Facilities.

3) **Permitted Use**. Lessee shall use the Licensed Facility only for the purposes of conducting tennis classes (hereinafter the "Event") and for no other purposes without the written consent of the District. In the event that Licensee uses the Licensed Facility for a significantly different purpose without District consent, this Agreement may be immediately terminated by the District.

4) **Designated Facility Use Fee**. As consideration for use of the Licensed Facility, Licensee shall pay Licensor a building use fee calculated as follows: the number of students in the tennis class for a given semester multiplied by the number of days the class meets per semester multiplied by $1.00. Licensee is not required to pay any deposit.

5) **Control of Premises**. By granting Licensee the use of the Licensed Facility and adjacent parking areas for Event under this Agreement the Licensor does not relinquish custody or control of such premises and retains the right of its authorized representatives to enter such premises at any time during use by Licensee.

6) **Regulation of Use**. Licensee shall i) comply with local fire code requirements; ii) not obstruct or restrict access to the walkways, entries, doors, passages, vestibules, corridors, stairways, or ramps of or leading to the Licensed Facility; iii) not restrict or interfere with

access to utilities for the Licensed Facility; and iv) not use the Licensed Facility in such a way or for any purpose that restricts ingress or egress to the Licensed Facility or access to or from the Licensed Facility by Event participants or emergency personnel. Possession or consumption of alcoholic beverages and smoking in the Licensed Facility are prohibited at all times. Neither Licensee nor its officers, agents, employees, contractors, students, or invitees shall be permitted to bring into the Facility or onto the adjacent parking area any materials, substance, equipment, or object that is likely to cause injury to, or endanger the life of, any person or that is likely to cause damage to the Licensed Facility. The District shall have the right, in its sole discretion, to require the immediate removal of any materials, substance, equipment, or object that the Licensor determines constitutes a danger or hazard to persons or property. Licensee further agrees that no special equipment, fixture, device, engine, or machinery may be installed or operated at or in the Licensed Facility and that no flammable or explosive substances may be brought into the Licensed Facility or onto the adjacent parking area without written amendment to this Agreement. No alteration of any nature may be made to the Licensed Facility without prior written consent of the Superintendent.

Licensee shall not knowingly create any nuisance, interfere with the District's normal school operations, permit any waste, or use the Licensed Facility in any way that would be construed as extra hazardous or would increase the District's insurance premiums or void its policy.

7) **Services, Personnel, and Equipment Provided by Licensor**. District will provide security personnel for the sole purpose of opening the Licensed Facility at the appointed time and securing the Licensed Facility upon termination of use.

8) **Services, Personnel, and Equipment Provided by Licensee**. Licensee is solely responsible for and will provide at Licensee's sole expense all usual and customary personnel and equipment for the Event.

9) **Laws, Regulations, Taxes, Fees, Licenses**. At all times during the use of the Facility, Licensee agrees that Licensee and its officers, agents, employees, contractors, students, and invitees shall comply with (a) all applicable state, federal, and local laws, and Licensor's Board policies, including Board Policy GKD (Local) and (b) any requirements imposed by utility companies serving, or insurance companies covering, the Licensed Facilities. By signing this Agreement Licensee acknowledges that it has received a copy of GKD(Local), has read the policy and understands the requirements stated therein. Licensee shall be responsible for the payment of all royalties, fees, services, and taxes payable as a result of activities under this Agreement and for obtaining all necessary licenses or permits.

10) **LIABILITY. THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER FOR THE ACTIONS OF, OR FAILURE TO ACT BY, OR WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION THAT ARISES FROM THE ACTIONS OR OMISSIONS OR FOR ANY OFFICERS, EMPLOYEES, INVITEES, AGENTS OR ASSIGNS OF THE LICENSEE, OR WITH RESPECT TO THE DESIGNATED FACILITY, AND THE LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL BE SOLELY RESPONSIBLE FOR AND WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR WITH RESPECT TO ANY ACT, OMISSION OR FAILURE TO ACT BY THE LICENSEE OR ITS AGENTS, OFFICERS, INVITEES, OR ASSIGNS.**

11) **Insurance**. The Licensee shall obtain and maintain for the period of this Agreement a policy of comprehensive general liability insurance from an insurance company authorized to do business in the State of Texas, and which provides evidence of General Liability Coverage in the amount of $600,000.00 Combined Single Limit. Such policy shall be issued in the name of the Licensee. The Licensee must provide a certificate of such insurance to Licensor prior to the use of the Licensed Facility or such use will not be permitted and the District will not be responsible for any resulting loss or liability incurred by Licensee. Insurance may only be waived or limits changed with written approval by the District.

Coverage Period. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of this Agreement until the date of termination. Nothing contained herein shall limit or waive Licensee's legal or contractual responsibilities to the District or others.

12) **INDEMNIFICATION. LICENSEE SHALL, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, DEFEND, INDEMNIFY AND HOLD THE DISTRICT HARMLESS OF AND FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS ARISING OUT OF A CLAIM ASSERTED BY ANY PERSON AGAINST THE DISTRICT FOR DAMAGE OR INJURY TO, OR DEATH OF, ANY PERSON OR FOR PROPERTY DAMAGE (INCLUDING LOSS OF USE THEREOF) CAUSED BY ANY ACT, FAULT, OMISSION OR NEGLECT OF LICENSEE OR OF ANY EMPLOYEE, AGENT, STUDENT, CONTRACTOR OR INVITEE OF LICENSEE. THE DISTRICT SHALL NOT BE LIABLE TO LICENSEE OR TO ANY OFFICER, EMPLOYEE, AGENT, STUDENT, CONTRACTOR OR INVITEE OF LICENSEE FOR ANY INJURY OR DAMAGE TO, OR DEATH OF, ANY PERSON OR PROPERTY DAMAGE FOR ANY REASON WHATSOEVER.**

13) **No Waiver of Governmental Immunity**. Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by the District or Licensee or their past or present officers, elected officials, employees, or agents or employees. Nothing herein shall be construed as consent to suit by either Party.

14) **Inspection and Repair.** Prior to the Event, Licensee will inspect the Licensed Facility and adjacent parking area with a District representative to assure that the Licensed Facility is in good repair and suitable for use by Licensee. In the absence of any such inspection, Licensee accepts and will be responsible for the condition of the Licensed Facility during its use. Licensee shall pay Licensor the reasonable cost for repair/replacement of any and all damages to the Licensed Facility, its fixtures, equipment, furnishings, machinery, playing field surface, or adjacent parking areas caused by Licensee's officers, agents, employees, contractors, students, invitees, guests, in connection with Licensee's Event.

15) **Notice**. Any notice related to this Agreement shall be given via USPS, facsimile, email or by personal delivery to the Parties as indicated below:

To District:	To Licensee:
Ruben Trevino	Silas Quintanilla
Executive Director for Facilities,	FCP Coordinator
Maintenance and Operations	South Texas College
McAllen Independent School District	3201 W. Pecan Blvd., N179
2000 N. 23rd St.	McAllen, Texas 78501
McAllen, Texas 78501	956-872-2343

16) **Assignment**. This Agreement and the respective rights and duties of the Parties may not be assigned in whole or in part.

17) **No Third-Party Beneficiary.** This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

18) **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter and no prior or contemporaneous agreement, oral or written, shall be effective to alter the terms hereof. No amendment shall be effective unless reduced to writing and signed by an authorized representative of the parties.

19) **Controlling Law**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

20) **Termination.** The District may terminate this Agreement for convenience without cause 30 calendar days following written notice to the Licensee. In such event, all funds advanced by Licensee in connection with its reservation in such event, if any, shall be refunded in full.

21) **Interlocal Contract**. Pursuant to Texas Government Code Chapter 791, the Parties represent that they are authorized by their respective governing bodies to enter into this Agreement; the purpose, terms, rights, and duties of the Parties hereunder are adequately stated; if applicable, each Party is paying for the performance of governmental functions or services from current revenues available to the paying Party; and, any payment required in connection with this Agreement is in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement.

22) **Licensee Staff and Participants.** All Licensee program staff persons will be employed by and under the direct supervision of Licensee at all times during the hours of operation of the Event at the Licensed Facility, regardless of whether they may be employed at other times by the District. Any participation in the Event by a District employee outside of such employee's normal hours of work for the District, whether on a paid or volunteer basis, shall be considered outside the scope of the employee's District employment. Licensee will provide on-site supervision for its program staff and volunteers during all times they are performing duties associated with the Event regardless of the time of day or the location where the duties are performed.

Any District students participating in the Licensee program, regardless of whether the program is housed on the District campus, will be the sole responsibility of Licensee and will not be considered students of the District during the period of their participation in the program.

Executed on this 16th **day of** May, **2023**

DR. RICARDO J. SOLIS
PRESIDENT
SOUTH TEXAS COLLEGE

JOSE A. GONZALEZ, ED. D.
SUPERINTENDENT OF SCHOOLS
McALLEN ISD

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: September 25, 2023

SUBJECT: Discussion and Possible Action on Real Estate Sales Contract No. 2023-170 Boys & Girls Club of McAllen, Inc. - James Bonham Elementary School

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On February 13, 2023, the Board awarded and approved the Sale of Real Property James Bonham Elementary School and Resolution to the Boys & Girls Club of McAllen (BGCM). Thereafter, on April 12, 2023, the Real Estate Sales Contract was executed.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is requesting to extend the closing date of October 9, 2023 for an additional forty-five (45) days to close by November 14, 2023.

LEGAL REVIEW:

Per legal recommendation.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees:

a) approve the sixty (60) day extension for the closing of the Real Estate Sales Contract No. 2023-170 Boys & Girls Club of McAllen, Inc. - James Bonham Elementary School

b) authorize the Interim Superintendent to sign the closing documents

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Elizabeth Gonzalez

For further information contact:
Name: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations
Office: (956) 618-6000
eMail: Elizabeth.Gonzalez2@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below, and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: THE BOARD OF TRUSTEES OF THE
MCALLEN INDEPENDENT SCHOOL DISTRICT
2000 N. 23rd
McAllen, Hidalgo County, Texas 78501
Ph: (956) 618-6000

Seller's Attorney: Blake Henshaw
WALSH, GALLEGOS TREVIÑO KYLE & ROBINSON, P.C.
10375 Richmond Ave. Suite 1357
Houston, Texas 77042
Ph: (713)-789-6864
Fax: (713)-789-9318

Buyer: BOYS & GIRLS CLUB OF MCALLEN, INC.

Address: 2620 West Galveston
McAllen, TX 78501
Ph: (956) 682-5791

Buyer's Attorney: Cynthia Contreras Gutierrez
CONTRERAS GUTIERREZ & ASSOCIATES
Edinburg, Texas 78539
Ph: (956) 683-0057
Fax: (956) 683-0059

Property: The property shall mean the real property as described in Exhibit A (the "Property"), surface only, together with all improvements to the Property existing as of the Closing Date. The Property shall not include any personal property not permanently affixed to the Land.

Title Company: Sierra Title
Address: 3401 N. 10th St.
McAllen, TX 78501
Ph: (956) 682-8321
Fax: (956) 682-6150
Email: mwilson@sierratitle.com

Purchase Price: The purchase price for the Property shall be the amount set forth in the Buyer's Bid, to be paid in cash or cash equivalent at the Closing. Buyer's Bid is attached as Exhibit D. The purchase price is TWO MILLION FORTY-FOUR THOUSAND SIX HUNDRED TWENTY-TWO AND NO/100 DOLLARS ($2,044,622.00) consisting of cash equivalents in value for services to the District of ONE MILLION FORTY-FOUR THOUSAND SIX HUNDRED TWENTY-TWO AND NO/100 DOLLARS, and cash due and to be paid at closing in the amount of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00).

Earnest Money: The amount of the Earnest Money is TEN THOUSAND AND NO/100 ($10,000.00).

Independent Consideration: ONE HUNDRED and No/100 Dollars ($100.00) of the Earnest Money shall be independent consideration ("Independent Consideration") for the option and right to terminate this Contract granted to Buyer in **Section G(3)** herein, which Independent Consideration shall be non-refundable to Buyer, and shall be applied to the Total Sales Price at Closing.

County for Performance: This Contract shall be performed in Hidalgo County, Texas.

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M., Central Standard Time, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence of this agreement.

1. Earnest Money Deadline: Earnest Money was tendered with the Buyer's Bid for the Property on February 2, 2023, in the amount and form set forth above and in the Bid Package. The Earnest Money deposit of the bidder approved by the Board of Trustees shall be tendered to the Title Company within two (2) business days after the Effective Date.

2. Delivery of Title Commitment: Ninety (90) days after the Effective Date.

3. Delivery of legible copies of instruments referenced in the Title Commitment: One Hundred (100) days after the Effective Date.

4. Delivery of Title Objections: Thirty (30) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.

5. Delivery of Seller's Records specified in Exhibit C: Thirty (30) days after the Effective Date.

6. End of Inspection Period: One Hundred Twenty (120) days after the Effective Date.

7. Closing Date: One Hundred Eighty (180) days after the Effective Date.

8. Closing Time: 9:00 a.m. unless otherwise agreed by Seller and Buyer.

B. Closing Documents

1. At closing, Seller will deliver the following items:

Special Warranty Deed in the form set forth in the Bid Package.
Evidence of Seller's authority to close this transaction.
Lien release, if any, as required by paragraph K (2)(d).

2. At closing, Buyer will deliver the following items:

Purchase Price in cash or cash equivalent.
Evidence of Buyer's authority to consummate this transaction.

Deceptive Trade Practices Act waiver.
Lien release, if any, as required by paragraph K (2)(d).

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following exhibits are attached, and are incorporated by reference to form a part of this contract:

Exhibit A – Legal Description of the Property
Exhibit B – Representations; As Is, Where Is; Environmental Matters
Exhibit C – Seller's Records
Exhibit D – Buyer's Bid
Exhibit E – Form of Deed

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The Form of Deeds in Exhibit E will be used to convey the Property.

E. Interest on Earnest Money

Seller may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. ***Review of Title.*** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. ***Title Commitment; Title Policy.*** "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. ***Survey.*** "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Buyer and Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for a Category 1A Survey.

4. ***Delivery of Title Commitment.*** Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2. Seller must deliver legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.3.

5. ***Title Objections.*** Buyer has until the deadline stated in section A.4 ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice.

G. Inspection Period

1. ***Review of Seller's Records.*** Seller will deliver to Buyer copies of Seller's records that seller has possession as specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in section A.5.

2. ***Entry onto the Property.*** Buyer may enter onto the Property prior to closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the Property, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed survey or inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. ***Buyer's Right to Terminate.*** Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Upon such termination by Buyer, the earnest money shall be paid to Seller and Seller shall have no further obligation to Buyer.

4. ***Buyer Indemnity and Release of Seller***

a. ***Indemnity.*** **Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property,**

including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within five (5) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than five (5) days before closing). If Buyer does not terminate this contract, Seller will convey the Property to Buyer in its damaged condition.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within five (5) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than five (5) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any written notice claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before

closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. ***No Recording.*** Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. ***Disposition of Earnest Money after Termination***. Buyer and Seller agree that if this contract is terminated by either party prior to closing, Buyer shall not be entitled to the Earnest Money. Buyer hereby authorizes the Title Company to deliver the Earnest Money to Seller upon receipt by Title Company of written notice from Seller that the contract is terminated.

2. ***Duties after Termination.*** If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

K. Closing

1. ***Closing.*** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. ***Closing Documents.*** The parties will execute and deliver the Closing Documents.

b. ***Payment of Purchase Price.*** Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. ***Disbursement of Funds; Recording; Copies.*** Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. ***Possession.*** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. ***Transaction Costs***

a. ***Seller's Costs.*** Seller will pay the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to deliver copies of the instruments described in section A.3; and Seller's expenses and attorney's fees.

b. ***Buyer's Costs.*** Buyer will pay will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" or other changes in the Title Policy, if such changes and deletions are requested by Buyer; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs to obtain the Survey; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the mortgagee's title policies and endorsements and deletions required by Buyer's lender; and Buyer's expenses and attorney's fees.

c. ***Ad Valorem Taxes.*** Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the Property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide to Buyer proof of Seller's ownership of the Property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes.

d. ***Brokers' Commissions.*** Seller, to the extent permitted by the laws and Constitution of the State of Texas, and Buyer each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. ***Issuance of Title Policy.*** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. ***Seller's Default.*** If Seller fails to perform any of its material obligations under this contract or if any of Seller's material representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may as its sole and exclusive remedy terminate this contract by giving notice to Seller on or before the Closing Date and have the Earnest Money, less One Hundred and No/100 ($100.00) as independent consideration for the right granted by Seller to Buyer to terminate this contract, paid to Buyer.

2. ***Buyer's Default.*** If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

a. ***Termination; Damages.*** Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller as liquidated damages. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the amount of the Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract to the extent that those expenses exceed the Earnest Money. Buyer will make payment of this amount to the Seller within ten (10) days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses in excess of the Earnest Money.

b. ***Specific Performance.*** Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

3. ***Damages.*** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. ***Notices.*** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.

2. ***Entire Contract.*** This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. ***Amendment.*** This contract may be amended only by an instrument in writing signed by the parties.

4. ***Prohibition of Assignment.*** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. ***Survival.*** The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. ***Choice of Law; Venue.*** This contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County in which the Property is located.

7. ***Waiver of Default.*** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. ***No Third-Party Beneficiaries.*** There are no third-party beneficiaries of this contract.

9. ***Severability.*** The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. ***Ambiguities Not to Be Construed against Party Who Drafted Contract.*** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. ***No Special Relationship.*** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. ***Counterparts.*** If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. ***Waiver of Consumer Rights.*** **BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, *et seq.*, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION**

WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

N. ***Execution.*** This agreement is entered into by and between the undersigned parties, and shall be effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer.

SELLER:
THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
J.A. Gonzalez, Ed.D.
Superintendent, McAllen ISD

Date: Apr 10, 2023

BUYER:
BOYS & GIRLS CLUB OF MCALLEN, INC.

By: _____
Dalinda Gonzalez-Alcantar
Chief Executive Officer, Boys & Girls Club of McAllen, Inc.

Date: Apr 12, 2023

Title Company acknowledges receipt of Earnest Money in the amount of $ and a copy of this contract executed by both Buyer and Seller.

_____ **TITLE COMPANY**
_____
_____

By: _____
Name: _____
Title _____
Date _____

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INTERNATIONAL BANK OF COMMERCE
One South Broadway Mcallen, TX 0785010000
MEMBER INTERNATIONAL BANCSHARES CORPORATOIN / FDIC

NOTICE TO CUSTOMER
THE FILING OF A "DECLARATION OF LOSS" FORM AFTER 90 DAYS FROM THE DATE OF ISSUANCE CAN BE FILED FOR THE REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, STOLEN OR DESTROYED

No. 051001006

BOYS AND GIRLS CLUB OF MCALLEN INC
REMITTER

FEBRUARY 02, 2023
DATE

PURCHASER'S COPY

PAY TO THE ORDER OF MCALLEN ISD

Fee Paid 0.00

****$10,000.00

****

Ten thousand and 00/100ths USDollars

Memo: EARNEST MONEY
Issued By: Miguel Olvera

CASHIER'S CHECK

NON-NEGOTIABLE
REMITTER'S RECEIPT
Save this receipt for your records

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

IBC BANK. We Do More www.ibc.com

INTERNATIONAL BANK OF COMMERCE
One South Broadway Mcallen, TX 0785010000
MEMBER INTERNATIONAL BANCSHARES CORPORATOIN / FDIC

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No. 051001006

BOYS AND GIRLS CLUB OF MCALLEN INC
REMITTER

FEBRUARY 02, 2023
DATE

PAY TO THE ORDER OF MCALLEN ISD

****$10,000.00

****

Ten thousand and 00/100ths USDollars

Memo: EARNEST MONEY
Issued By: Miguel Olvera

CASHIER'S CHECK

HEAT SENSITIVE RUB AREA TO VERIFY

1151

AUTHORIZED SIGNATURE

⑈051001006⑈ ⑆111917623⑆ 5900001801⑈

Exhibit A to Real Estate Sales Contract
Description of the Property

Legal Description

METES AND BOUNDS DESCRIPTION
13.78 ACRES OF LAND OUT OF
MCALLEN SECOND SUBURBAN
CITRUS GROVES SUBDIVISON
HIDALGO COUNTY, TEXAS

LAND SURVEYORS
LLC

Job No. 211111
13.78 acres of land
Sheet No.: 1 of 2

A tract of land containing 13.78 acres of land, situated in Hidalgo County, Texas, being part or portion of **LOT 67 and LOT 70, MCALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION,** Hidalgo County, Texas, map reference: Volume 5 Page 27 Map Records, Hidalgo County, Texas, said 13.78 acre being that tract of land deeded to McAllen Independent School District recorded in Volume 1123 Page 967 Deed Records, Hidalgo County, Texas, said 13.78 acres being more particularly as follows;

COMMENCING for reference at the Northeast corner of said Lot 70, within Jordan Road, and 23rd Street, **THENCE** N 81° 21' 24" W, along the North line of said Lot 70 within said Jordan Road, a distance of 507.20 feet, to the northwest corner of a tract of land deeded to Juan Robert Ramon, recorded in Document Number 2553732 Deed Records, Hidalgo County, Texas, for the **POINT OF BEGINNING,** and the Northeast corner of this tract;

THENCE S 08° 38' 36" W, along the common line of said School District tract and said Ramon tract, pass at a distance of 40.00 feet, an iron pipe found on the south right-of-way line of said Jordan Street, continuing a total distance of 659.54 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the south line of said Lot 70, for the Southeast corner hereof;

THENCE N 81° 21' 24" W, along the south line of said Lot 70 and Lot 67, pass at a distance of 268.66 feet a 2" iron pipe found, continuing a total distance of 698.96 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set for a corner hereof;

THENCE N 22° 56' 38" W, along said Lot 67, a distance of 293.06 feet, to an iron pipe found, for a corner hereof;

THENCE N 81° 21' 24" W, along the south line of said Lot 67, pass at a distance of 99.56 feet, the apparent east right-of-way line of a 40.00 foot road, continuing a total distance of 139.56 feet, to the west line of said Lot 67, for the Southwest corner hereof;

THENCE N 08° 38' 36" E, along the west line of said Lot 67, a distance of 409.90 feet, for the Northwest corner hereof;

THENCE S 81° 21' 24" E, along the north line of said Lot 70, within said Jordan Road, a distance of 992.02 feet, to the **POINT OF BEGINNING,** containing 13.78 acres of land, more or less.

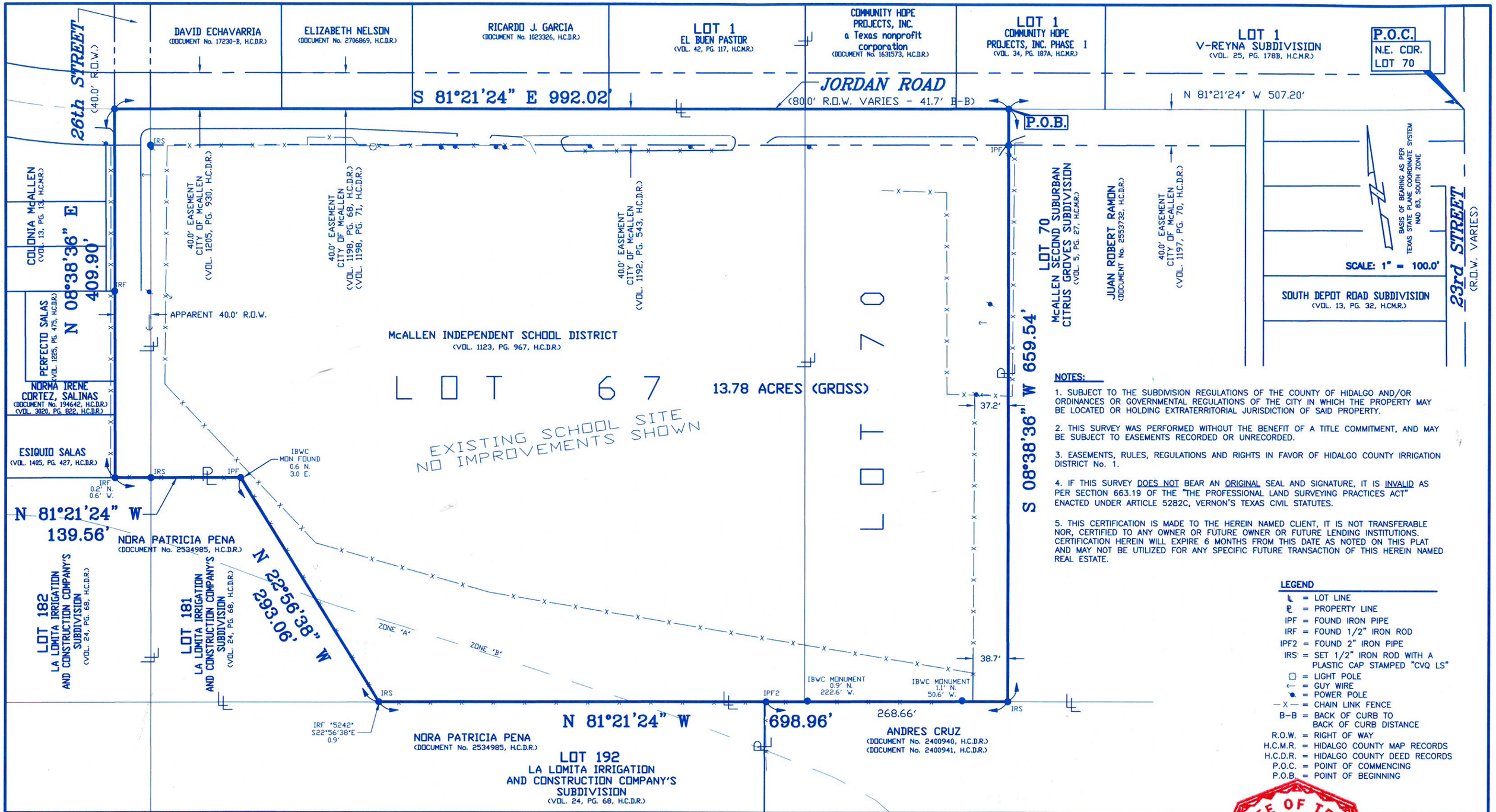
Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON DECEMBER 2, 2021.

STATE OF TEXAS
REGISTERED
JORGE RODRIGUEZ
5303
PROFESSIONAL
LAND SURVEYOR

Jorge Rodriguez, R.P.L.S. No. 5303
CVQ Land Surveyors, LLC
T.B.P.E.L.S. Firm No. 10119600

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



NOTES:

1. SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRATERRITORIAL JURISDICTION OF SAID PROPERTY.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY BE SUBJECT TO EASEMENTS RECORDED OR UNRECORDED.

3. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT No. 1.

4. IF THIS SURVEY DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE, IT IS INVALID AS PER SECTION 663.19 OF THE "THE PROFESSIONAL LAND SURVEYING PRACTICES ACT" ENACTED UNDER ARTICLE 5282C, VERNON'S TEXAS CIVIL STATUTES.

5. THIS CERTIFICATION IS MADE TO THE HEREIN NAMED CLIENT, IT IS NOT TRANSFERABLE NOR, CERTIFIED TO ANY OWNER OR FUTURE OWNER OR FUTURE LENDING INSTITUTIONS. CERTIFICATION HEREIN WILL EXPIRE 6 MONTHS FROM THIS DATE AS NOTED ON THIS PLAT AND MAY NOT BE UTILIZED FOR ANY SPECIFIC FUTURE TRANSACTION OF THIS HEREIN NAMED REAL ESTATE.

LEGEND

⅊	= LOT LINE
℄	= PROPERTY LINE
IPF	= FOUND IRON PIPE
IRF	= FOUND 1/2" IRON ROD
IPF2	= FOUND 2" IRON PIPE
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
○	= LIGHT POLE
←	= GUY WIRE
●	= POWER POLE
—X—	= CHAIN LINK FENCE
B-B	= BACK OF CURB TO BACK OF CURB DISTANCE
R.O.W.	= RIGHT OF WAY
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
P.O.C.	= POINT OF COMMENCING
P.O.B.	= POINT OF BEGINNING

FLOOD DESIGNATION

The flood designation for this property is "Zone B" which are "Areas between limits of the 100-year flood and the 500-year flood; or certain areas subject to 100-year flooding with average depths of less than one foot or where the contributing drainage areas less than one square mile; or areas protected by levees from the base flood" (Medium shading). And "Zone A" which are areas of 100-year flood; base flood elevations and flood hazard factors not determined. As per F.E.M.A.s Flood Insurance Rate Map Panel No.:

480343 0010 C, Map Revised: November 2, 1982

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

LEGAL DESCRIPTION

This plat is a true and correct representation of a survey made on the ground of the property located at: 2400 JORDAN ROAD, McAllen, Hidalgo County, Texas, described as follows: 13.78 ACRES OUT OF LOTS 67 AND 70, McALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 5, Page 27, Map Records, Hidalgo County, Texas.

PROJECT INFORMATION

SURVEYED DATE:	12/02/2021
JOB NO.:	211111
DRAWN BY:	GTG
CHECKED BY:	J.R.
REVISIONS:	
	1154

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
T.B.P.E.L.S. FIRM No. F-1295

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqlls.com
TBPELS FIRM No. 10119600

SURVEYOR'S CERTIFICATION

I, Jorge Rodriguez, a Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed, on the ground on December 2, 2021 under my direction.

STATE OF TEXAS
JORGE RODRIGUEZ
5303
PROFESSIONAL
LAND SURVEYOR

Jorge Rodriguez
R.P.L.S. No. 5303
STATE OF TEXAS

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CVQ Land Surveyors, LLC
The design, layout, and format of this plat, and all rights reserved in the use of this style and format are hereby prohibited without the written consent and permission of CVQ Land Surveyors, LLC.

Exhibit B to Real Estate Sales Contract
Representations; As Is, Where Is; Environmental Matters

A. Seller's Representations to Buyer. Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. ***Authority.*** Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by an authorized representative of Seller.

2. ***Litigation.*** There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. ***Violation of Laws.*** Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. ***Licenses, Permits, and Approvals.*** Seller has not received written notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal. Provided, however, that Seller's governmental exemption for *ad valorem* taxes is not transferable to Buyer, and Buyer will be responsible for all taxes and related charges arising from its purchase of the Property.

5. ***Condemnation; Zoning; Land Use.*** Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property.

6. ***No Other Obligation to Sell the Property or Restriction against Selling the Property.*** Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. ***No Liens.*** On the Closing Date, the Property will be free and clear of any valid mechanic's and material man's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, material man's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. ***No Other Representation.*** Except as stated above, Seller makes no representation with respect to the Property.

9. ***No Warranty.*** Seller has made no warranty in connection with this contract.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. Receipt of Bid Package. Buyer represents to Seller that Buyer has received and reviewed the Bid Package for the Property, consisting of the following items:

a. Notice of Sale of Real Property
b. Instructions to Bidders
c. Bid Form
d. Special Warranty Deed
e. This Contract

2. Consultation with Attorney. Buyer represents to Seller that Buyer is aware that this contract has important legal consequences, and that Buyer is entitled to consult an attorney of its choosing prior to executing this contract. Buyer further represents that to the extent it has elected not to consult an attorney, Buyer has done so of its own free will and act.

C. PROPERTY SOLD "AS IS, WHERE IS;" NO WARRANTIES

NOTICE: THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE EXPRESSLY DISCLAIMED.

BUYER REPRESENTS AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER.

Buyer further represents and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and

makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

D. ENVIRONMENTAL MATTERS

ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS MAY BE PRESENT ON THE PROPERTY, AND BUYER ACKNOWLEDGES THAT IT MAY PERFORM AN ENVIRONMENTAL SURVEY OF THE PROPERTY PRIOR TO BIDDING.

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE. BUYER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this Section D regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

Exhibit C to Real Estate Sales Contract
Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.5:

Land

Environmental Reports

Prior Surveys

Exhibit D to Real Estate Sales Contract
Buyer's Bid

2023-1027 Addendum 2
Boys & Girls Club of McAllen
boys & Girls Club of McAllen, Inc
Supplier Response

Event Information

Number: 2023-1027 Addendum 2
Title: Sale of Real Property (Bonham Elementary School) RE-BID
Type: Request for Proposal
Issue Date: 12/14/2022
Deadline: 2/3/2023 09:00 AM (CT)
Notes: McAllen Independent School District (the "District") invites your submittal on the above referenced project.

Interested respondents may obtain details through IonWave. The District prefers and encourages respondents to submit their proposals electronically, through IonWave.

Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals will not be accepted.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

1160

Contact Information

Contact: Krystal Mercado, Senior Buyer
Address: Purchasing Services
Administration Office
2000 N. 23rd Street
McAllen, TX 78501
Phone: (956) 657-4484
Email: krystal.mercado@mcallenisd.net

Boys & Girls Club of McAllen Information

Contact: Dalinda Alcantar
Address: 2620 West Galveston
McAllen, TX 78501
Phone: (956) 682-5791
Email: dalcantar@bgcmcallen.net
Web Address: www.bgcmcallen.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Dalinda Gonzalez-Alcantar
Signature

dalcantar@bgcmcallen.net
Email

Submitted at 2/2/2023 11:16:35 AM (CT)

Requested Attachments

Completed W9 Form — 2022 W9 Form.pdf

Please upload your completed W9 form.

Completed Conflict of Interest Questionnaire. — CIQ FORM FILLABLE R 2.1.2023.pdf

Please upload your completed CIQ.

Note: If no conflict, please indicate "N/A" on the form.

Completed Form 1295 Form or Exemption Statement — Form 1295 Certificate Boys & Girls Club of McAllen.pdf

Please upload your completed 1295 Form.
Form must be completed online: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

If not applicable to your company, please attach a statement indicating the reason.

Copy of Earnest Money — Cashiers Check concerning earnest money - 2023.pdf

Upload a copy of your earnest money order/cashier's check ($10,000).

Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation — BGCM - Bonham - LOI February 1, 2023.pdf

Upload your Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation (if applicable).

Bid Attributes

1	**General Terms and Conditions** Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions. **This is your electronic signature. ☑ I have read, understand and accept. (I have read, understand and accept.)

1162

2	**Specifications and Scope of Work** Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work. **This is your electronic signature. ☑ I hereby acknowledge. (I hereby acknowledge.)
3	**Deviations and Exceptions** If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. **If none, enter N/A (Not Applicable)**. N/A
4	**Form 1295 - Certificate of Interested Parties** The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online. Access form at: • http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm • Complete the form • Enter solicitation number and name • Print and sign form • Attach form on "Response Attachments" tab If exempt, attach documentation. ☑ I have read and understand. (I have read and understand.)
5	**Delinquent Taxpayers** In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with any proposer indebted to the District. **This is your electronic signature. I am NOT a delinquent taxpayer to McAllen ISD
6	**Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.** Boys & Girls Club of McAllen, Inc
7	**Does your company have a business name on Line 2 of the W-9? If yes, attach an Assumed Name Certificate/Fictitious Name issued by the State/County (on the "Response Attachments" tab).** ☐ Yes (upload Assumed Name Certificate) (Yes (upload Assumed Name Certificate)) ☑ No (No)

1163

8	**Felony Conviction Notification**
	Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation. Select where applicable: A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable. B. My company is not owned nor operated by anyone who has been convicted of a felony. C. My company is owned and operated by an individual who has/have been convicted of a felony. **This is your electronic signature. B. My company is not owned nor operated by a felon

9	**Felony Conviction Details**
	If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable). Not applicable

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10

Criminal History Record Information Review of Certain Contract Employees

Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

A. None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

B. **Some or all of my employees** and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt**.
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

**This is your electronic signature.

A. None - I hereby agree and certify.

11

Confidential/Copyrighted Information

Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term “CONFIDENTIAL” on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

**This is your electronic signature.

☑ I have read and agree. (I have read and agree.)

1165

12	**Declaration of Business Location - Texas Education Code 44.031(b)(8)** Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner: A. Has its principal place of business in the State of Texas; OR B. Employs at least 500 persons in the State of Texas C. Principal place of business is not in the State of Texas. **This is your electronic signature. A. Principal place of business is in TX

13	**Declaration of Business Location - Texas Education Code 44.031(b)(8)** Specify principal place of business (City/State). If not applicable, please enter N/A (not applicable). ***This is your electronic signature. 2620 West Galveston McAllen, TX 78601

14	**Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

15	**Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

16	**Entities That Boycott Israel** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term ''boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. **This is your electronic signature. ☑ I agree and hereby certify. (I agree and hereby certify.)
17	**TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.** A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
18	**TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES** Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017. Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
19	**Non-Collusion Statement** Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

20	**Contracts in Excess of $250,000** Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
21	**Contracts in Excess of $10,000** All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
22	**Equal Employment Opportunity** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
23	**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **This is you electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

24	**Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
25	**Rights to Inventions Made Under a Contract or Agreement** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401,“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
26	**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
27	**(H) Debarment and Suspension (Executive Orders 12549 and 12689)** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

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28	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or submit an offer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
29	**2 C.F.R. § 200.323 PROCUREMENT OF RECOVERED MATERIALS** An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
30	**2 C.F.R. § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

31	**2 C.F.R. § 200.322 CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS** As appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

32	**2 C.F.R § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

33	**Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises, & Labor Surplus Area Firms** Contractor certifies the Bidder’s company is HUB certified with the State of Texas. [ ] I am an Active certified HUB vendor (attach HUB certificate): [ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms [ ] I am neither. **This is your electronic signature. I am neither.

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34	**2 C.F.R § 200.334 RECORDS RETENTION REQUIREMENTS** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Contractor certifies that Contractor is in compliance with all applicable provisions of 2 CFR 200.334. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
35	**Buy American Provision** Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
36	**Federally Funded Purchases** Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
37	**Addendum** Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable. **This is your electronic signature. ☑ I have read and hereby acknowledge. (I have read and hereby acknowledge.)

Bid Lines

1	**Buyer Information** **Item Attributes** **1. Name** Boys & Girls Club of McAllen, Inc **2. Contact Person** Dalinda Gonzalez-Alcantar **3. Title** CEO **4. Address/City/State/Zip Code** 2620 West Galveston McAllen, TX 78501

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5. Email Address

dalcantar@bgcmcallen.net

2 ***Line deleted as part of an Addendum***

3

Package Header

Bid Amount/Value Added Services

Total: $2,044,622.00

Item Notes: **Minimum Bid Amount - $ 1,480,000.00**

Please note that the sum of Line Items (#3.1-#3.6) must be equal to or greater than the minimum bid amount.

Package Items

3.1 Cash

Price: $1,000,000.00 Total: $1,000,000.00

3.2 #1 Value Added Service

Price: $728,622.00 Total: $728,622.00

Supplier Notes: Boys & Girls Club of McAllen has chosen McAllen ISD as their sole out of school time food service provider to include the following: ANNUAL breakdown: 615 members x 187 days x $4.33 per dinner = $497,971.65 , 700 summer campers x 50 days x $2.26 per breakfast = $79,100 , 700 summer campers x 50 days x $4.33 per lunch = $151,550

3.3 #2 Value Added Service

Price: $145,500.00 Total: $145,500.00

Supplier Notes: Boys & Girls Club of McAllen incurs $145,500 in annual costs associated with the Elevate athletic program. The following costs are specifically associated with Elevate's increased capacity: Full-time Elevate Athletic Administrative Assistant- 29,000 , part-time Elevate coordinator- $17,500, 50% registration fee discount for 1,800 Elevate partnership participants- $54,000 , and a waived $25 annual membership fee for 1,800 Elevate partnership participants at $45,000 . Services are in line with McAllen ISD's strategy 5, parternships with business/civic education organizations.

3.4 #3 Value Added Service

Price: $170,500.00 Total: $170,500.00

Supplier Notes: Boys & Girls Club of McAllen's increased middle school out of school time service valued at an annual cost of $170,500 which includes the following: Fossum all-inclusive after school program provider valued at $36,000, Cathey all-inclusive after school program provider valued at $36,000 , expanded mental health services at middle school campuses through a part-time professional social worker valued at $15,500 and $85,000 for expanded out of school time services for children and teens south of the expressway . Services are in line with McAllen ISD's strategic plan including learner outcomes, emotional intelligence, and strategic partnerships with business/civic education organizations.

3.5 #4 Value Added Service

Price: *No response* Total: *No response*

3.6 #5 Value Added Service

Price: *No response* Total: *No response*

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Response Total: $2,044,622.00

Exhibit E to Real Estate Sales Contract

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date:

Grantor: BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 2000 N. 23rd St.
McAllen, Hidalgo County, TX 78501

Grantee: BOYS & GIRLS CLUB OF MCALLEN, INC.

Grantee's Mailing Address: 2620 West Galveston
McAllen, TX 78501

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration.

Property 13.78 acre tract of land, situated in Hidalgo County, Texas being part or a portion of Lot 67 and Lot 70, MCALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION, Hidalgo County, Texas, said 13.78 acres being that tract of land deeded to McAllen Independent School District recorded in Volume 1123 Page 967 Deed Records, Hidalgo County, Texas and more particularly described in the Attached Exhibit A.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water or utility district; and taxes for 2023, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE INDEMNIFIES, HOLDS HARMLESS,

AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the Consideration and subject to the Reservations From Conveyance and Exceptions to and Warranty, GRANTS, SELLS, ASSIGNS and CONVEYS to Grantee the Property (together with all and singular the rights and appurtenances thereto, including any right, title, and interest of Grantor in and to adjacent streets, alleys, waterways, and rights of way, and any authorizations, licenses, permits, possessory rights, and rights of use pertaining in any way to the Property or any portion thereof, including any improvements), TO HAVE AND HOLD IT to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

BOARD OF TRUSTEES OF THE MCALLEN
INDEPENDENT SCHOOL DISTRICT

By: *EXHIBIT ONLY - NOT FOR SIGNATURE*
Tony Forina, Board President

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF HIDALGO §

BEFORE ME, a Notary Public, on this day personally appeared **Tony Forina**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated he is the President of the Board of Trustees of the McAllen Independent

School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on February 13, 2023; and acknowledged that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

EXHIBIT ONLY - NOT FOR SIGNATURE
NOTARY PUBLIC, STATE OF TEXAS

Return to Grantee's Address:
Boys & Girls Club of McAllen, Inc.
2620 West Galveston
McAllen, TX 78501

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Report Regarding Taxes Collected for August 2023

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Hidalgo County Tax Office has been collecting the District's current taxes since 1996.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Tax roll modifications are due to late homestead exemptions, properties under protest, omitted properties and rollbacks. These modifications resulted in a monthly net increase to taxes receivable of $23,228.49 for August 2023. Modifications are posted to the general ledger on a monthly basis and are included as part of the monthly tax report.

The August 2023 Tax Collections Report is attached. The amount collected was $409,685.05.

August:

Local Maintenance Collection $382,017.57
Debt Service Collection $27,667.48

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

Not required.

RECOMMENDED BOARD ACTION:

The Report Regarding Taxes Collected for August 2023 is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: Iris Luna, RTSBA
Office: Business Office (956) 618-6016
eMail: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

_____
Superintendent of Schools

PREPARED BY: M.A.M Mark Martinez

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
AUGUST 2023

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	-	-	-	-	-	#DIV/0!	0.00%
2022 & PRIOR YRS	7,120,885.27	867,169.08	(142,591.06)	(40,953.58)	6,070,171.55	12.50%	11.82%
ROLLBACK	34,512.82	-	-	23,875.72	58,388.54	0.00%	0.00%
TOTALS	7,155,398.09	867,169.08	(142,591.06)	(17,077.86)	6,128,560.09		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2023

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	-	-	CURRENT
CURRENT YEAR-P&I	-		
PRIOR YEARS-BASE TAX	409,685.05	(647.23)	PRIOR
PRIOR YEARS-P&I	101,732.97		
ROLLBACK	-	23,875.72	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	66,991.31	-	PURGED
TOTAL COLLECTIONS	578,409.33	23,228.49	
LESS TRANSFERRED	475,097.09		
LESS IN TRANSIT	89,311.03		
LESS DUE TO HCAD COMM FEES	147.21		
LESS DUE TO CO TREASURER	13,854.00		
LESS COURT ORDER INTEREST	-		
BALANCE	0.00		

**********AFFIDAVIT**********

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

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

Pablo C. Paul Villarreal Jr.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 11TH DAY OF SEPTEMBER 2023 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
ALEJANDRO BAZAN
Notary Public
STATE OF TEXAS
Notary ID# 13228468-7
My Comm. Exp. 12-09-2023

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Report Regarding the Monthly Financials and Quarterly Investment Report for June 2023

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

CDA Local requires the submission of an investment report at least quarterly. In addition, the District has a Board directive to supply monthly financial information.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The monthly financial reflects the following:

-General Fund Comparison of Budget to Revenues, Expenditures and Encumbrances

-Quarterly Investment Report

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the Monthly Financial and Quarterly Investment Report for June 2023 is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: Iris Luna, RTSBA
Office: (956) 618-6016
Email: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

_____

Interim Superintendent of Schools

COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES
FOR THE MONTH OF JUNE 30, 2023

	A APPROVED BUDGET 2021-22 06/30/22	B YTD ACTUAL 07/01/21 TO 06/30/22	C APPROVED BUDGET 2022-23 06/30/23	D YTD ACTUAL 07/01/22 TO 06/30/23	E DIFFERENCE C - D	F OUTSTANDING ENCUMBRANCES 06/01/23 06/30/23	G YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	H BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
REVENUES:								
LOCAL AND INTERMEDIATE SOURCES	$12,097,700	$11,125,238	$7,715,358	$7,801,308	($85,950)		$7,801,308	($85,950)
PROPERTY TAXES	85,696,013	$85,755,828	88,166,209	89,052,880	(886,671)		89,052,880	(886,671)
STATE PROGRAM REVENUES	123,006,509	120,452,405	121,026,895	119,746,761	1,280,134		119,746,761	1,280,134
FEDERAL PROGRAM REVENUES	28,521,132	27,226,998	30,218,712	30,070,601	148,111		30,070,601	148,111
OTHER RESOURCES/NON-OPERATING REVENUES	212,235	457,092	230,253	2,016,627	(1,786,374)		2,016,627	(1,786,374)
SUB TOTAL	$249,533,589	$245,017,562	$247,357,427	$248,688,178	($1,330,751)		$248,688,178	($1,330,751)
EXPENDITURES:								
11 INSTRUCTION	$116,896,605	$82,681,701	$127,304,025	$117,935,583	$9,368,442	0	$117,935,583	$9,368,442
12 INST. RES. & MEDIA SERVICES	3,465,633	3,387,558	3,558,264	3,511,787	46,477	0	3,511,787	46,477
13 CURRICULUM DEV. & INST. STAFF DEV.	4,863,516	4,143,199	5,118,902	4,663,343	455,559	0	4,663,343	455,559
21 INST. LEADERSHIP	3,433,928	3,113,681	3,460,363	3,425,341	35,022	0	3,425,341	35,022
23 SCHOOL LEADERSHIP	13,396,370	13,070,468	13,923,823	13,814,457	109,366	0	13,814,457	109,366
31 GUID., COUNSELING & EVAL. SER.	10,159,483	9,719,285	10,678,173	10,383,812	294,361	0	10,383,812	294,361
32 SOCIAL WORK SERVICES	2,089,186	1,973,629	2,233,116	2,211,853	21,263	0	2,211,853	21,263
33 HEALTH SERVICES	3,076,401	2,789,850	3,175,468	3,030,388	145,080	0	3,030,388	145,080
34 STUDENT (PUPIL) TRANS.	6,165,919	5,458,493	6,413,011	5,937,389	475,622	0	5,937,389	475,622
35 FOOD SERVICES	21,224,379	17,418,300	23,484,011	21,147,363	2,336,648	0	21,147,363	2,336,648
36 CURRICULAR/EXTRACURRICULAR ACT.	10,698,692	9,474,008	11,960,910	10,562,246	1,398,664	0	10,562,246	1,398,664
41 GENERAL ADMINISTRATION	8,381,219	7,743,346	8,859,027	8,592,599	266,428	0	8,592,599	266,428
51 PLANT MAINT. & OPERATIONS	25,442,499	20,730,192	24,064,458	21,506,357	2,558,101	0	21,506,357	2,558,101
52 SECURITY AND MONITORING SERV.	5,778,811	4,738,415	8,121,987	5,856,477	2,265,510	0	5,856,477	2,265,510
53 DATA PROCESSING SERVICES	6,328,368	5,406,076	6,363,687	6,167,573	196,114	0	6,167,573	196,114
61 COMMUNITY SERVICES	103,133	91,769	159,706	134,896	24,810	0	134,896	24,810
71 DEBT SERVICE	6,067,528	5,535,097	4,416,506	3,303,681	1,112,825	0	3,303,681	1,112,825
81 FAC. ACQUISITION & CONST.	10,006,909	5,331,932	27,185,034	11,594,899	15,590,135	0	11,594,899	15,590,135
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	45,000	40,000	40,000	40,000	0	0	40,000	0
99 OTHER INTERGOVERNMENTAL CHARGES	944,270	934,269	984,211	928,372	55,839	0	928,372	55,839
00 OTHER USES/NON-OPERATING EXPENSES	1,533,780	1,448,780	11,363,982	11,371,098	(7,116)	0	11,371,098	(7,116)
SUB TOTAL	$260,101,629	$205,230,046	$302,868,664	$266,119,515	$36,749,149	$0	$266,119,515	$36,749,149
REVENUES OVER (UNDER) EXPENDITURES		$39,787,516		($17,431,337)				
BEGINNING FUND BALANCE		107,594,997		149,933,573				
PRELIMINARY ENDING FUND BALANCE		$147,382,513		$132,502,236				
PRELIMINARY OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		$136,114,860		$137,886,380				

QUARTERLY INVESTMENT REPORT

McAllen ISD

JUNE 30, 2023

MEEDER

PUBLIC FUNDS

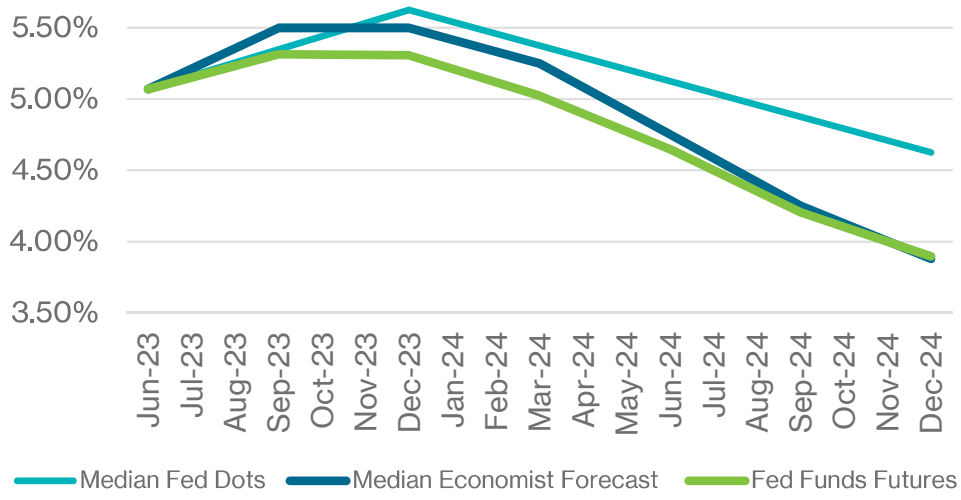
A Fed Pause (For Now?)

After a historic pace of rate hikes, for the first time this cycle, the Federal Open Market Committee voted to leave rates unchanged. The unanimous decision left the target range for the federal funds rate at 5.00% - 5.25%, but throughout the month Jerome Powell messaged that more rate hikes are likely needed to tame inflation.

Labor market data released this month pointed to a still resilient economy. The June jobs report saw another surprisingly high payroll number, with the US economy adding 339,000 jobs in the month. Additionally, the increases were broad-based, with increases across different job categories. Although the unemployment rate increased to 3.7%, this was at least partially due to more labor force participation. Job openings also increased, signaling that for now, employers are still looking to add to their workforce. Initial jobless claims did continue to grind higher, evidencing maybe some early signs of labor market weakness. Initial jobless claims averaged 258,000 in June, up from an average of 230,000 in May.

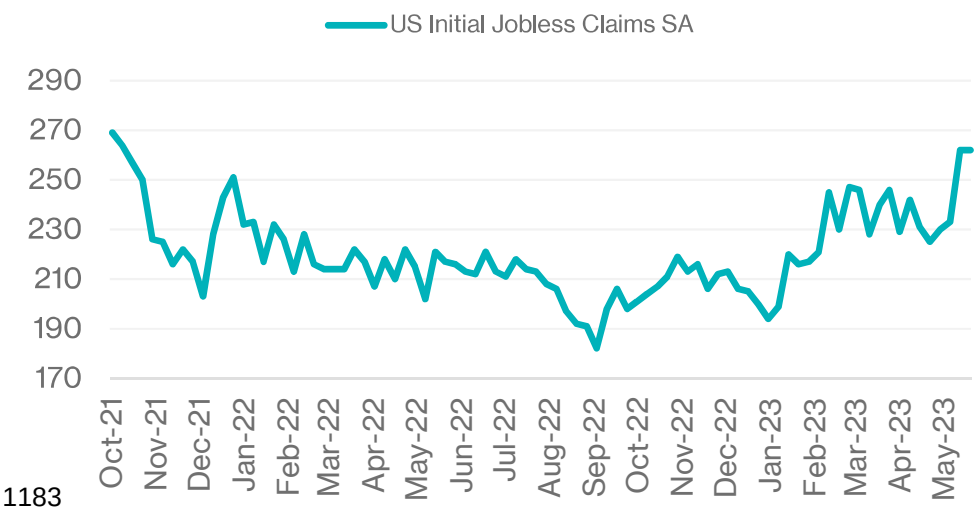
Inflation data shows that, while annual figures continue to moderate, monthly figures point to some price stickiness. The June Consumer Price Index (CPI) report showed that annual headline inflation was 4%, the lowest figure since March 2021. On a monthly basis, core inflation increased by 0.4% for the third month in a row, which annualizes to a rate of 4.8%. Although inflation readings are firmly below the high figures from 2022, if core inflation is still increasing at nearly 5% annually, the Federal Reserve likely believes they have more work to do.

RATE EXPECTATIONS



SOURCE: BLOOMBERG

JOBLESS CLAIMS INCREASING



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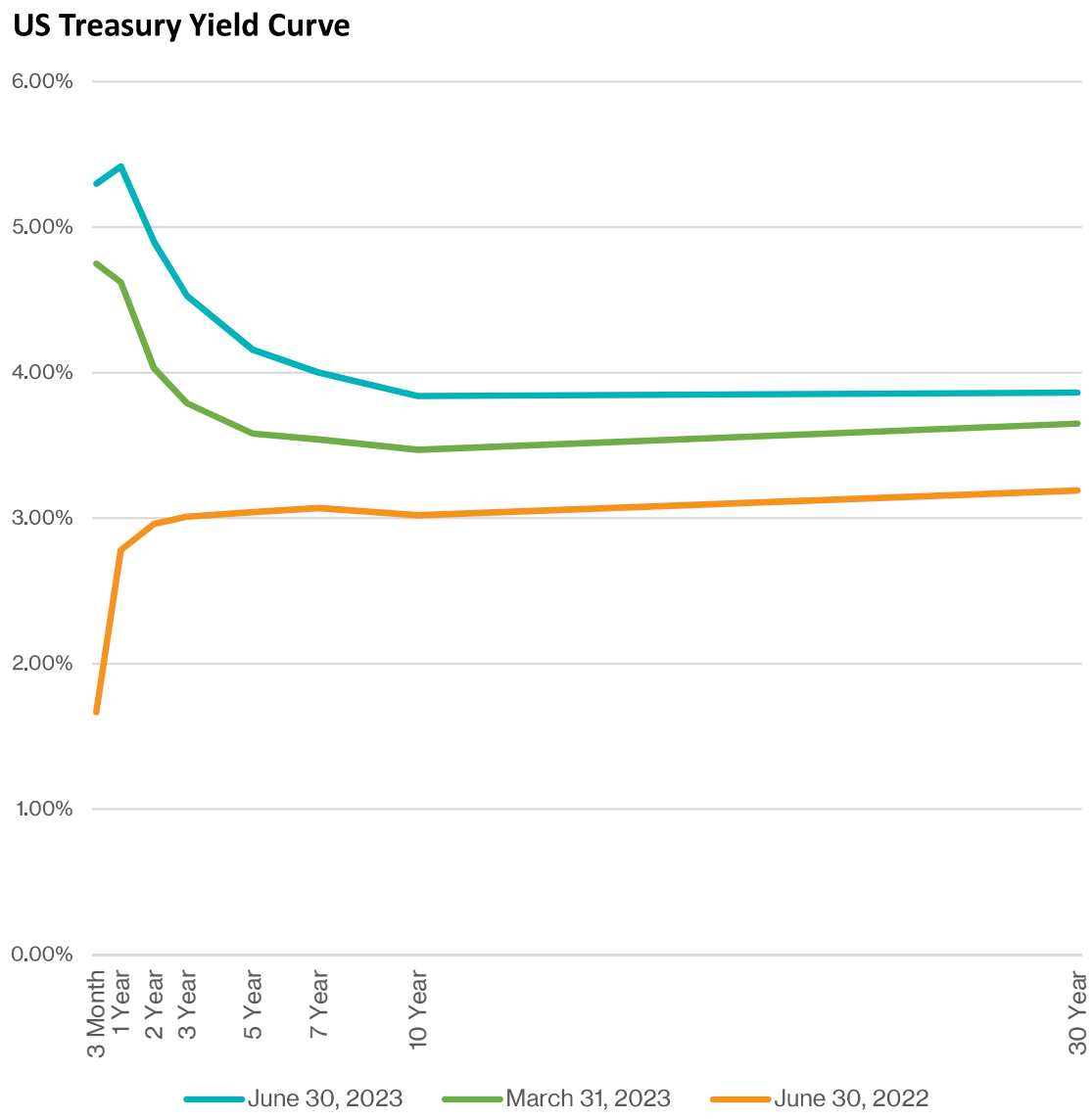
SOURCE: BLOOMBERG

Short-term Rates Move Higher

MEEDER

With still solid economic data and hawkish commentary from Powell, markets ended June pricing in an additional rate hike by the end of the year. Short-term treasury yields are highly correlated with changes in monetary policy, and we saw treasury yields react to this renewed view on rates. The 2 Year US Treasury yield increased 0.50% to 4.90%, and the 5 Year US Treasury yield increased 0.41% to 4.16%. Long-term treasury rates are more reflective of the market's outlook on growth. The 10 Year US Treasury yield increased by just 0.20% to 3.84%, keeping the yield curve inversion at -1.06%. Outside of March 8th, this is the most the curve has been inverted this rate hiking cycle.

Even with an inverted yield curve signaling an economic slowdown, spreads on corporate bonds, commercial paper, municipal bonds, and agency bonds generally tightened over the month. Some of the spread tightening was a continuation of the movement we saw after the debt ceiling debate was resolved. With spreads slightly below historic averages, we will continue to look to add value by picking up incremental yield on high-quality bonds, including agency debt. Locking in current yields and income levels will benefit portfolios when the yield curve eventually normalizes, and rates fall when this hiking cycle ends.



SOURCE: BLOOMBERG

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McAllen Independent School District
Quarterly Investment Report
April 1, 2023 – June 30, 2023

Portfolio Summary Management Report

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

Portfolio as of 03/31/23:		**Portfolio as of 06/30/23:**	
Beginning Book Value	$ 181,611,837	Ending Book Value	$ 153,890,280
Beginning Market Value	$ 180,791,973	Ending Market Value	$ 153,147,348
		Investment Income for quarter	$ 1,764,993
		Unrealized Gain/Loss	$ (742,932)
WAM at Beginning Period Date[1]	73 days	WAM at Ending Period Date[1]	89 days
(Increase in market value is due to seasonal cash inflows)		Change in Market Value[2]	$ (27,644,625)

Average Yield to Maturity for period	**4.239%**
Average Yield 1-Year Treasury Bill for period	**4.950%**
Average Yield 2-Year Treasury Note for period	**4.260%**

Iris Luna, Chief Financial Officer
McAllen ISD

Adelita Felix, Asst. Superintendent of Business Operations
McAllen ISD

Dyanira Diaz, Director of Accounting
McAllen ISD

Vanessa Arrezola, Coordinator for Accounting
McAllen ISD

Jason Headings, Senior Vice President
Meeder Public Funds

1 WAM – weighted average maturity

2 "Change in Market Value" is required data, but will primarily reflect the receipt and expenditure of the District's funds from month to month.
Meeder Public Funds has assisted in the preparation of this consolidated investment report, with additional input provided by McAllen ISD.

Your Portfolio

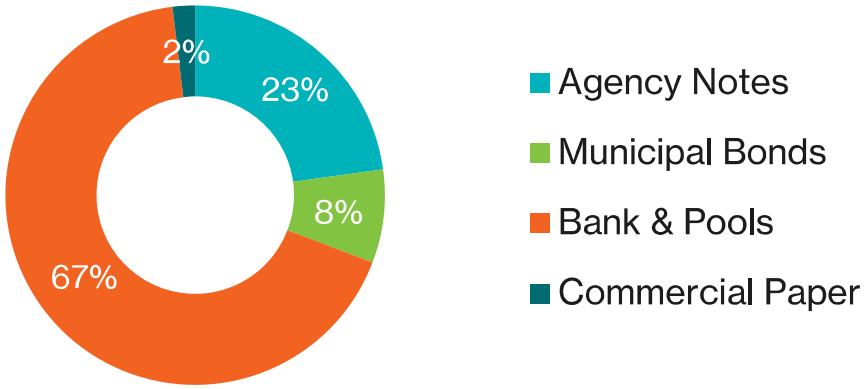
As of June 30, 2023

MEEDER

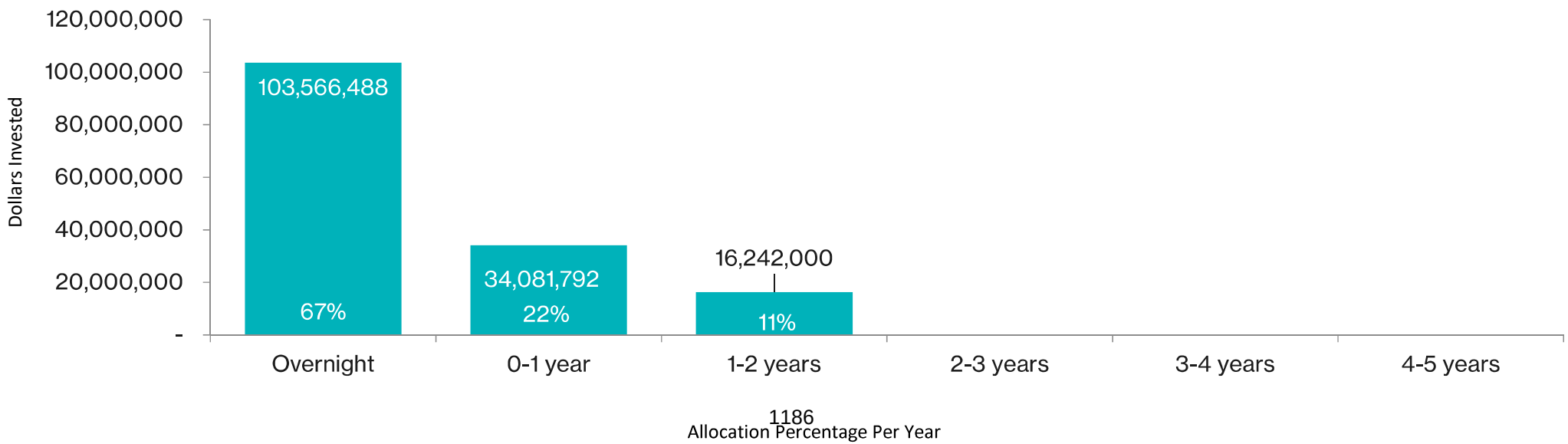
Your Portfolio Statistics

Weighted Average Maturity	0.24 years
Weighted Average Yield (All Funds)	4.34%

Your Asset Allocation



Your Maturity Distribution



Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

McAllen ISD
Portfolio Management
Portfolio Summary
June 30, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BNY Mellon	53,082.46	53,082.46	53,082.46	0.03	1	1	0.000
Frost Bank	15,815,621.66	15,815,621.66	15,815,621.66	10.28	1	1	4.810
Commercial Paper Disc. -Amortizing	3,000,000.00	2,950,644.00	2,955,951.67	1.92	262	107	5.221
Federal Agency Coupon Securities	35,142,000.00	34,465,086.17	35,141,905.66	22.84	714	335	2.833
Municipal Bonds	12,200,000.00	12,165,129.55	12,225,934.21	7.94	611	127	1.700
Texpool/Texpool Prime	22,045,841.39	22,045,841.39	22,045,841.39	14.33	1	1	5.180
Lone Star	65,651,942.84	65,651,942.84	65,651,942.84	42.66	1	1	5.194
Investments	**153,908,488.35**	**153,147,348.07**	**153,890,279.89**	**100.00%**	**217**	**89**	**4.335**
Cash and Accrued Interest							
Accrued Interest at Purchase		466.67	466.67				
Subtotal		466.67	466.67				
Total Cash and Investments	**153,908,488.35**	**153,147,814.74**	**153,890,746.56**		**217**	**89**	**4.335**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	561,573.27	5,523,274.39	5,523,274.39

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.

Sep 20, 2023

Adelita Felix, Asst Sup't of Business Oper

MEEDER PUBLIC FUNDS

McAllen ISD
Summary by Type
June 30, 2023
Grouped by Fund

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Activity Fund						
Frost Bank	1	2,043,542.38	2,043,542.38	1.33	4.810	1
Subtotal	1	2,043,542.38	2,043,542.38	1.33	4.810	1
Fund: Clearing Fund						
Frost Bank	1	3,760,530.74	3,760,530.74	2.44	4.810	1
Subtotal	1	3,760,530.74	3,760,530.74	2.44	4.810	1
Fund: Capital Projects Fund						
Frost Bank	2	31,013.05	31,013.05	0.02	4.810	1
Lone Star	4	9,380,552.20	9,380,552.20	6.10	5.182	1
Subtotal	6	9,411,565.25	9,411,565.25	6.12	5.181	1
Fund: Debt Service Fund						
Frost Bank	1	102,718.62	102,718.62	0.07	4.810	1
Lone Star	2	3,614,267.34	3,614,267.34	2.35	5.182	1
Subtotal	3	3,716,985.96	3,716,985.96	2.42	5.171	1
Fund: General Fund						
Frost Bank	1	7,377,897.42	7,377,897.42	4.79	4.810	1
Federal Agency Coupon Securities	8	27,600,000.00	27,599,905.66	17.93	2.953	299
Commercial Paper Disc. -Amortizing	1	3,000,000.00	2,955,951.67	1.92	5.221	107
Lone Star	3	45,760,439.64	45,760,439.64	29.74	5.201	1
Texpool/Texpool Prime	2	22,045,841.39	22,045,841.39	14.33	5.180	1
Municipal Bonds	4	6,100,000.00	6,121,539.50	3.98	2.521	146
Subtotal	19	111,884,178.45	111,861,575.28	72.69	4.470	85
Fund: Plan 457 Fund						
Frost Bank	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0

McAllen ISD
Summary by Type
June 30, 2023
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Proprietary Fund						
Frost Bank	1	2,499,919.45	2,499,919.45	1.62	4.810	1
Lone Star	2	6,896,683.66	6,896,683.66	4.48	5.175	1
Subtotal	3	9,396,603.11	9,396,603.11	6.10	5.078	1
Fund: QSCB - Reserve Fund						
BNY Mellon	1	53,082.46	53,082.46	0.03	0.000	1
Federal Agency Coupon Securities	3	7,542,000.00	7,542,000.00	4.90	2.393	468
Municipal Bonds	3	6,100,000.00	6,104,394.71	3.97	0.876	109
Subtotal	7	13,695,082.46	13,699,477.17	8.90	1.708	306
Fund: QSCB - Debt Service						
BNY Mellon	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Total and Average	42	153,908,488.35	153,890,279.89	100.00	4.335	89

MEEDER PUBLIC FUNDS

McAllen ISD
Fund ACT - Activity Fund
Investments by Fund
June 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
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
Frost Bank										
999915	10020	Frost Bank Public Checking	07/01/2022	2,043,542.38	2,043,542.38	2,043,542.38	4.810	4.744	4.810	1
			Subtotal and Average	2,043,542.38	2,043,542.38	2,043,542.38		4.744	4.810	1
			Total Investments and Average	2,043,542.38	2,043,542.38	2,043,542.38		4.744	4.810	1

Fund CLEAR - Clearing Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999914	10019	Frost Bank Public Checking	07/01/2022	3,760,530.74	3,760,530.74	3,760,530.74	4.810	4.744	4.810	1
			Subtotal and Average	3,760,530.74	3,760,530.74	3,760,530.74		4.744	4.810	1
			Total Investments and Average	3,760,530.74	3,760,530.74	3,760,530.74		4.744	4.810	1

Fund CP - Capital Projects Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999922	10103	Frost Bank Public Checking	07/01/2022	22,745.99	22,745.99	22,745.99	4.810	4.744	4.810	1
SYS10109	10109	Frost Bank Public Checking	07/01/2022	8,267.06	8,267.06	8,267.06	4.810	4.744	4.810	1
			Subtotal and Average	31,013.05	31,013.05	31,013.05		4.744	4.810	1
Lone Star										
108906G	10101	Lone Star Corporate Overnight	12/18/2019	399,207.86	399,207.86	399,207.86	5.270	5.197	5.270	1
108906I	10108	Lone Star Corporate Overnight	02/21/2020	4,652,627.08	4,652,627.08	4,652,627.08	5.270	5.197	5.270	1
108906H	10102	Lone Star Government ON	12/18/2019	392,812.17	392,812.17	392,812.17	5.080	5.010	5.080	1
108906J	10113	Lone Star Government ON	03/12/2020	3,935,905.09	3,935,905.09	3,935,905.09	5.080	5.010	5.080	1
			Subtotal and Average	9,380,552.20	9,380,552.20	9,380,552.20		5.111	5.182	1
			Total Investments and Average	9,411,565.25	9,411,565.25	9,411,565.25		5.110	5.181	1

Fund DS - Debt Service Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999918	10023	Frost Bank Public Checking	07/01/2022	102,718.62	102,718.62	102,718.62	4.810	4.744	4.810	1
			Subtotal and Average	102,718.62	102,718.62	102,718.62		4.744	4.810	1
Lone Star										
108906B	10032	Lone Star Corporate Overnight	10/22/2015	1,933,481.24	1,933,481.24	1,933,481.24	5.270	5.197	5.270	1
108906C	10089	Lone Star Government ON	08/05/2019	1,680,786.10	1,680,786.10	1,680,786.10	5.080	5.010	5.080	1
			Subtotal and Average	3,614,267.34	3,614,267.34	3,614,267.34		5.111	5.182	1
			Total Investments and Average	3,716,985.96	3,716,985.96	3,716,985.96		5.101	5.171	1

Fund GEN - General Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Frost Bank											
999917	10022	Frost Bank Public Checking	07/01/2022	7,377,897.42	7,377,897.42	7,377,897.42	4.810	4.744	4.810		1
			Subtotal and Average	7,377,897.42	7,377,897.42	7,377,897.42		4.744	4.810		1
Commercial Paper Disc. -Amortizing											
4497W1XG6	10163	ING Funding CP	01/27/2023	2,955,951.67	3,000,000.00	2,950,644.00		5.149	5.221	10/16/2023	107
			Subtotal and Average	2,955,951.67	3,000,000.00	2,950,644.00		5.150	5.221		107
Federal Agency Coupon Securities											
3133ENV98	10162	FFCB Call Note	10/31/2022	4,999,905.66	5,000,000.00	4,997,516.10	4.670	4.641	4.706	07/26/2023	25
3130AUQC1	10164	FHLB Note	01/30/2023	5,000,000.00	5,000,000.00	4,981,854.75	4.875	4.808	4.875	01/30/2024	213
3130ANDP2	10143	FHLB Call Note	08/18/2021	2,400,000.00	2,400,000.00	2,384,160.89	0.250	0.246	0.250	08/18/2023	48
3130APQM0	10150	FHLB Call Note	11/18/2021	3,000,000.00	3,000,000.00	2,823,937.65	1.000	0.986	1.000	11/18/2024	506
3130APQU2	10151	FHLB Call Note	11/22/2021	2,000,000.00	2,000,000.00	1,961,886.80	0.650	0.641	0.650	11/22/2023	144
3130AQLR2	10153	FHLB Call Note	02/07/2022	2,500,000.00	2,500,000.00	2,431,964.85	1.000	0.986	1.000	02/07/2024	221
3130AQYM9	10156	FHLB Step Note	02/28/2022	4,500,000.00	4,500,000.00	4,380,891.39	2.500	2.054	2.083	02/28/2025	608
3135GAH20	10165	FNMA Call Note	04/28/2023	3,200,000.00	3,200,000.00	3,174,584.58	5.250	5.182	5.254	01/27/2025	576
			Subtotal and Average	27,599,905.66	27,600,000.00	27,136,797.01		2.912	2.953		298
Municipal Bonds											
476637AU7	10167	Jersey City NJ Redev Agency	05/24/2023	2,516,174.51	2,495,000.00	2,520,174.55	6.500	5.516	5.592	05/24/2024	328
678720KM4	10145	Oklahoma County OK ISD	09/23/2021	1,100,364.99	1,100,000.00	1,091,343.00	0.500	0.234	0.238	09/01/2023	62
73358W4V3	10148	Port Authority of NY & NJ	10/15/2021	1,505,000.00	1,505,000.00	1,505,000.00	1.086	0.414	0.420	07/01/2023	0
953107AB5	10142	West Hartford CT	07/08/2021	1,000,000.00	1,000,000.00	1,000,000.00	0.466	0.459	0.465	07/01/2023	0
			Subtotal and Average	6,121,539.50	6,100,000.00	6,116,517.55		2.487	2.521		145
Texpool/Texpool Prime											
999921	10092	Texpool	08/05/2019	10,982,045.30	10,982,045.30	10,982,045.30	5.054	4.985	5.054		1
999920	10034	Texpool Prime	11/03/2015	11,063,796.09	11,063,796.09	11,063,796.09	5.304	5.231	5.303		1
			Subtotal and Average	22,045,841.39	22,045,841.39	22,045,841.39		5.109	5.180		1
Lone Star											
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	29,123,297.18	29,123,297.18	29,123,297.18	5.270	5.197	5.270		1

Fund GEN - General Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Lone Star										
108906D	10090	Lone Star Government ON	08/05/2019	16,637,142.46	16,637,142.46	16,637,142.46	5.080	5.010	5.080	1
			Subtotal and Average	45,760,439.64	45,760,439.64	45,760,439.64		5.130	5.201	1
			Total Investments and Average	111,861,575.28	111,884,178.45	111,388,137.01		4.409	4.470	85

Fund PLAN457 - Plan 457 Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999916	10021	Frost Bank Public Checking	07/01/2022	0.00	0.00	0.00				1
			Subtotal and Average	0.00	0.00	0.00		0.000	0.000	0
			Total Investments and Average	0.00	0.00	0.00		0.000	0.000	0

Fund PROP - Proprietary Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999919	10024	Frost Bank Public Checking	07/01/2022	2,499,919.45	2,499,919.45	2,499,919.45	4.810	4.744	4.810	1
			Subtotal and Average	2,499,919.45	2,499,919.45	2,499,919.45		4.744	4.810	1
Lone Star										
108906A	10025	Lone Star Corporate Overnight	08/05/2015	3,452,238.03	3,452,238.03	3,452,238.03	5.270	5.197	5.270	1
108906E	10091	Lone Star Government ON	08/05/2019	3,444,445.63	3,444,445.63	3,444,445.63	5.080	5.010	5.080	1
			Subtotal and Average	6,896,683.66	6,896,683.66	6,896,683.66		5.104	5.175	1
			Total Investments and Average	9,396,603.11	9,396,603.11	9,396,603.11		5.008	5.078	1

Fund QSCB - QSCB - Reserve Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
BNY Mellon											
882521	10014	BNY Mellon - Cash	07/01/2022	53,082.46	53,082.46	53,082.46					1
			Subtotal and Average	53,082.46	53,082.46	53,082.46		0.000	0.000		1
Federal Agency Coupon Securities											
3130ANDP2	10144	FHLB Call Note	08/18/2021	2,000,000.00	2,000,000.00	1,986,800.74	0.250	0.246	0.250	08/18/2023	48
3130AQJM6	10152	FHLB Call Note	01/28/2022	3,000,000.00	3,000,000.00	2,817,571.50	1.250	1.276	1.294	01/28/2025	577
3134GYQP0	10166	FHLMC Call Note	05/01/2023	2,542,000.00	2,542,000.00	2,523,916.92	5.375	5.301	5.375	05/01/2025	670
			Subtotal and Average	7,542,000.00	7,542,000.00	7,328,289.16		2.360	2.393		468
Municipal Bonds											
578060EQ4	10161	Mayes County OK ISD	06/29/2022	1,603,731.10	1,600,000.00	1,564,352.00	3.300	2.351	2.384	06/01/2024	336
678720KM4	10146	Oklahoma County OK ISD	09/23/2021	2,000,663.61	2,000,000.00	1,984,260.00	0.500	0.234	0.238	09/01/2023	62
73358W4V3	10149	Port Authority of NY & NJ	10/15/2021	2,500,000.00	2,500,000.00	2,500,000.00	1.086	0.414	0.420	07/01/2023	0
			Subtotal and Average	6,104,394.71	6,100,000.00	6,048,612.00		0.864	0.876		108
			Total Investments and Average	13,699,477.17	13,695,082.46	13,429,983.62		1.684	1.708		306

Fund QSCBDS - QSCB - Debt Service
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BNY Mellon										
882520	10040	BNY Mellon - Cash	07/01/2022	0.00	0.00	0.00				1
			Subtotal and Average	0.00	0.00	0.00		0.000	0.000	0
			Total Investments and Average	0.00	0.00	0.00		0.000	0.000	0

McAllen ISD
Cash Reconciliation Report
For the Period June 1, 2023 - June 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
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
06/01/2023	10161	QSCB	Interest	578060EQ4	1,600,000.00	MAYES 1.6M 3.30% Mat. 06/01/2024	06/01/2024	0.00	52,800.00	0.00	52,800.00
							Subtotal	0.00	52,800.00	0.00	52,800.00
							Total	0.00	52,800.00	0.00	52,800.00

Portfolio MCAL
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Run Date: 07/30/2023 - 18:15

AC (PRF_AC) 7.2.0
Report Ver. 7.3.6.1

MEEDER PUBLIC FUNDS

McAllen ISD
Purchases Report
Sorted by Fund - Issuer
April 1, 2023 - June 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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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
General Fund													
3135GAH20	10165	GEN	FAC	FNMAC	3,200,000.00	04/28/2023	10/27 - 04/27	3,200,000.00	466.67	5.250	01/27/2025	5.255	3,200,000.00
476637AU7	10167	GEN	MC2	JERDEV	2,495,000.00	05/24/2023	05/24 - At Maturity	2,518,627.65		6.500	05/24/2024	5.516	2,516,174.51
				Subtotal	5,695,000.00			5,718,627.65	466.67				5,716,174.51
QSCB - Reserve Fund													
3134GYQP0	10166	QSCB	FAC	FHLMCC	2,542,000.00	05/01/2023	11/01 - 05/01	2,542,000.00		5.375	05/01/2025	5.375	2,542,000.00
				Subtotal	2,542,000.00			2,542,000.00	0.00				2,542,000.00
				Total Purchases	8,237,000.00			8,260,627.65	466.67				8,258,174.51

Run Date: 07/30/2023 - 18:12

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Report Ver. 7.3.6.1

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McAllen ISD
Maturity Report
Sorted by Maturity Date
Amounts due during April 1, 2023 - June 30, 2023

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
8717027U4	10141	GEN	MC2	SYRANY	1,580,000.00	05/15/2023	06/30/2021	2.000	1,580,000.00	15,800.00	1,595,800.00	15,800.00
			Total Maturities		1,580,000.00				1,580,000.00	15,800.00	1,595,800.00	15,800.00

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McAllen ISD
Interest Earnings
Sorted by Fund - Fund
April 1, 2023 - June 30, 2023
Yield on Beginning Book Value

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings: Interest Earned	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: Activity Fund												
999915	10020	ACT	LA2	2,043,542.38	2,399,124.37	2,043,542.38		4.810	3.976	23,784.42	0.00	23,784.42
			Subtotal	2,043,542.38	2,399,124.37	2,043,542.38			3.976	23,784.42	0.00	23,784.42
Fund: Clearing Fund												
999914	10019	CLEAR	LA2	3,760,530.74	4,703,634.10	3,760,530.74		4.810	2.954	34,638.97	0.00	34,638.97
			Subtotal	3,760,530.74	4,703,634.10	3,760,530.74			2.954	34,638.97	0.00	34,638.97
Fund: Capital Projects Fund												
108906I	10108	CP	RR2	4,652,627.08	4,791,421.19	4,652,627.08		5.270	5.124	61,205.89	0.00	61,205.89
108906G	10101	CP	RR2	399,207.86	394,116.74	399,207.86		5.270	5.181	5,091.12	0.00	5,091.12
999922	10103	CP	LA2	22,745.99	4,458,707.92	22,745.99		4.810	2.155	23,953.64	0.00	23,953.64
SYS10109	10109	CP	LA2	8,267.06	86,937.87	8,267.06		4.810	5.646	1,223.73	0.00	1,223.73
108906H	10102	CP	RR2	392,812.17	387,976.39	392,812.17		5.080	4.999	4,835.78	0.00	4,835.78
108906J	10113	CP	RR2	3,935,905.09	4,986,178.57	3,935,905.09		5.080	4.413	54,862.52	0.00	54,862.52
			Subtotal	9,411,565.25	15,105,338.68	9,411,565.25			4.014	151,172.68	0.00	151,172.68
Fund: Debt Service Fund												
108906B	10032	DS	RR2	1,933,481.24	1,727,941.45	1,933,481.24		5.270	5.535	23,844.60	0.00	23,844.60
999918	10023	DS	LA2	102,718.62	98,189.55	102,718.62		4.810	4.209	1,030.41	0.00	1,030.41
108906C	10089	DS	RR2	1,680,786.10	1,660,091.93	1,680,786.10		5.080	5.000	20,694.17	0.00	20,694.17
			Subtotal	3,716,985.96	3,486,222.93	3,716,985.96			5.243	45,569.18	0.00	45,569.18
Fund: General Fund												
3130AUQC1	10164	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	01/30/2024	4.875	4.888	60,937.50	0.00	60,937.50
999921	10092	GEN	RRP	10,982,045.30	10,847,551.77	10,982,045.30		5.054	4.973	134,493.53	0.00	134,493.53
108906	10003	GEN	RR2	29,123,297.18	35,418,188.71	29,123,297.18		5.270	4.455	393,430.86	0.00	393,430.86
999917	10022	GEN	LA2	7,377,897.42	4,064,490.61	7,377,897.42		4.810	5.870	59,477.93	0.00	59,477.93
999920	10034	GEN	RRP	11,063,796.09	10,922,477.55	11,063,796.09		5.304	5.190	141,318.54	0.00	141,318.54
3130ANDP2	10143	GEN	FAC	2,400,000.00	2,400,000.00	2,400,000.00	08/18/2023	0.250	0.251	1,500.00	0.00	1,500.00

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings: Interest Earned	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: General Fund												
3130AQLR2	10153	GEN	FAC	2,500,000.00	2,500,000.00	2,500,000.00	02/07/2024	1.000	1.003	6,250.00	0.00	6,250.00
3130APQM0	10150	GEN	FAC	3,000,000.00	3,000,000.00	3,000,000.00	11/18/2024	1.000	1.003	7,500.00	0.00	7,500.00
3130APQU2	10151	GEN	FAC	2,000,000.00	2,000,000.00	2,000,000.00	11/22/2023	0.650	0.652	3,250.00	0.00	3,250.00
3133ENV98	10162	GEN	FAC	5,000,000.00	4,999,566.04	4,999,905.66	07/26/2023	4.670	4.710	58,375.00	339.62	58,714.62
108906D	10090	GEN	RR2	16,637,142.46	38,273,066.04	16,637,142.46		5.080	3.815	364,076.42	0.00	364,076.42
8717027U4	10141	GEN	MC2	0.00	1,583,368.89	0.00	05/15/2023	2.000	0.258	3,862.22	-3,368.89	493.33
953107AB5	10142	GEN	MC2	1,000,000.00	1,000,000.00	1,000,000.00	07/01/2023	0.466	0.467	1,165.00	0.00	1,165.00
678720KM4	10145	GEN	MC2	1,100,000.00	1,100,912.46	1,100,364.99	09/01/2023	0.500	0.301	1,375.00	-547.47	827.53
73358W4V3	10148	GEN	MC2	1,505,000.00	1,507,493.51	1,505,000.00	07/01/2023	1.086	0.424	4,086.07	-2,493.51	1,592.56
3130AQYM9	10156	GEN	FAC	4,500,000.00	4,500,000.00	4,500,000.00	02/28/2025	2.500	2.507	28,125.00	0.00	28,125.00
4497W1XG6	10163	GEN	ACP	3,000,000.00	2,918,490.00	2,955,951.67	10/16/2023		5.148	0.00	37,461.67	37,461.67
3135GAH20	10165	GEN	FAC	3,200,000.00	0.00	3,200,000.00	01/27/2025	5.250	5.240	29,400.00	0.00	29,400.00
476637AU7	10167	GEN	MC2	2,495,000.00	0.00	2,516,174.51	05/24/2024	6.500	5.593	17,118.47	-2,453.14	14,665.33
			Subtotal	111,884,178.45	132,035,605.58	111,861,575.28			4.009	1,315,741.54	28,938.28	1,344,679.82
Fund: Proprietary Fund												
108906A	10025	PROP	RR2	3,452,238.03	3,408,208.26	3,452,238.03		5.270	5.182	44,029.77	0.00	44,029.77
999919	10024	PROP	LA2	2,499,919.45	3,418,831.97	2,499,919.45		4.810	3.400	28,981.17	0.00	28,981.17
108906E	10091	PROP	RR2	3,444,445.63	3,402,038.68	3,444,445.63		5.080	5.000	42,406.95	0.00	42,406.95
			Subtotal	9,396,603.11	10,229,078.91	9,396,603.11			4.526	115,417.89	0.00	115,417.89
Fund: QSCB - Reserve Fund												
882521	10014	QSCB	LA1	53,082.46	2,542,282.46	53,082.46				0.00	0.00	0.00
3134GYQP0	10166	QSCB	FAC	2,542,000.00	0.00	2,542,000.00	05/01/2025	5.375	5.360	22,772.08	0.00	22,772.08
3130ANDP2	10144	QSCB	FAC	2,000,000.00	2,000,000.00	2,000,000.00	08/18/2023	0.250	0.251	1,250.00	0.00	1,250.00
3130AQJM6	10152	QSCB	FAC	3,000,000.00	3,000,000.00	3,000,000.00	01/28/2025	1.250	1.253	9,375.00	0.00	9,375.00
678720KM4	10146	QSCB	MC2	2,000,000.00	2,001,659.03	2,000,663.61	09/01/2023	0.500	0.301	2,500.00	-995.42	1,504.58
73358W4V3	10149	QSCB	MC2	2,500,000.00	2,504,142.05	2,500,000.00	07/01/2023	1.086	0.424	6,787.50	-4,142.05	2,645.45
578060EQ4	10161	QSCB	MC2	1,600,000.00	1,604,748.67	1,603,731.10	06/01/2024	3.300	3.045	13,200.00	-1,017.57	12,182.43
			Subtotal	13,695,082.46	13,652,832.21	13,699,477.17			1.299	55,884.58	-6,155.04	49,729.54
			Total	153,908,488.35	181,611,836.78	153,890,279.89			3.810	1,742,209.26	22,783.24	1,764,992.50

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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McAllen ISD
Amortization Schedule
April 1, 2023 - June 30, 2023
Sorted By Fund - Fund

Investment # / Issuer	Fund	Maturity Date / Amort. Date	Beginning Par Value / Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	Amounts Amortized And Unamortized As of 04/01/2023	Amount Amortized This Period	Amt Amortized Through 06/30/2023	Amount Unamortized Through 06/30/2023
General Fund										
10162	GEN	07/26/2023	5,000,000.00	4,999,000.00	-1,000.00	4,999,905.66	566.04	339.62	905.66	-94.34
FFCB Call Note			4.670				-433.96			
10163	GEN	10/16/2023	3,000,000.00	2,892,143.33	-107,856.67	2,955,951.67	26,346.67	37,461.67	63,808.34	-44,048.33
ING Funding CP							-81,510.00			
10167	GEN	05/24/2024	2,495,000.00	2,518,627.65	23,627.65	2,516,174.51	0.00	-2,453.14	-2,453.14	21,174.51
Jersey City NJ Redev Agency			6.500				23,627.65			
10145	GEN	09/01/2023	1,100,000.00	1,104,246.00	4,246.00	1,100,364.99	-3,333.54	-547.47	-3,881.01	364.99
Oklahoma County OK ISD			0.500				912.46			
10148	GEN	07/01/2023	1,505,000.00	1,522,066.70	17,066.70	1,505,000.00	-14,573.19	-2,493.51	-17,066.70	0.00
Port Authority of NY & NJ			1.086				2,493.51			
10141	GEN	05/15/2023	1,580,000.00	1,631,681.80	51,681.80	0.00	-48,312.91	-3,368.89	-51,681.80	0.00
Syracuse NY			2.000				3,368.89			
			Subtotal	14,667,765.48	-12,234.52	13,077,396.83	-39,306.93	28,938.28	-10,368.65	-22,603.17
							-51,541.45			
QSCB - Reserve Fund										
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			
10161	QSCB	06/01/2024	1,600,000.00	1,607,824.00	7,824.00	1,603,731.10	-3,075.33	-1,017.57	-4,092.90	3,731.10
Mayes County OK ISD			3.300				4,748.67			
10146	QSCB	09/01/2023	2,000,000.00	2,007,720.00	7,720.00	2,000,663.61	-6,060.97	-995.42	-7,056.39	663.61
Oklahoma County OK ISD			0.500				1,659.03			
10149	QSCB	07/01/2023	2,500,000.00	2,528,350.00	28,350.00	2,500,000.00	-24,207.95	-4,142.05	-28,350.00	0.00
Port Authority of NY & NJ			1.086				4,142.05			
			Subtotal	9,139,994.00	39,994.00	9,104,394.71	-29,444.25	-6,155.04	-35,599.29	4,394.71
							10,549.75			
			Total	23,807,759.48	27,759.48	22,181,791.54	-68,751.18	22,783.24	-45,967.94	-18,208.46
							-40,991.70			

Run Date: 07/30/2023 - 18:10

Portfolio MCAL
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Report Ver. 7.3.6.1

MEEDER PUBLIC FUNDS

McAllen ISD
Projected Cashflow Report
Sorted by Fund
For the Period July 1, 2023 - January 31, 2024

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
General Fund										
07/01/2023	10142	GEN	953107AB5	Maturity	West Hartford CT	1,000,000.00	1,000,000.00	1,000,000.00	2,330.00	1,002,330.00
07/01/2023	10148	GEN	73358W4V3	Maturity	Port Authority of NY & NJ	1,505,000.00	1,522,066.70	1,505,000.00	8,172.15	1,513,172.15
07/07/2023	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
07/26/2023	10162	GEN	3133ENV98	Maturity	FFCB Call Note	5,000,000.00	4,999,000.00	5,000,000.00	116,750.00	5,116,750.00
07/30/2023	10164	GEN	3130AUQC1	Interest	FHLB Note	0.00	0.00	0.00	121,875.00	121,875.00
08/07/2023	10153	GEN	3130AQLR2	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
08/18/2023	10143	GEN	3130ANDP2	Maturity	FHLB Call Note	2,400,000.00	2,400,000.00	2,400,000.00	3,000.00	2,403,000.00
08/18/2023	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
08/22/2023	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
08/28/2023	10156	GEN	3130AQYM9	Interest	FHLB Step Note	0.00	0.00	0.00	56,250.00	56,250.00
08/28/2023	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
09/01/2023	10145	GEN	678720KM4	Maturity	Oklahoma County OK ISD	1,100,000.00	1,104,246.00	1,100,000.00	2,750.00	1,102,750.00
10/16/2023	10163	GEN	4497W1XG6	Maturity	ING Funding CP	3,000,000.00	2,892,143.33	3,000,000.00	0.00	3,000,000.00
10/27/2023	10165	GEN	3135GAH20	Interest	FNMA Call Note	0.00	0.00	0.00	84,000.00	84,000.00
10/27/2023	10165	GEN	3135GAH20	Call	FNMA Call Note	3,200,000.00	3,200,000.00	3,200,000.00	0.00	3,200,000.00
11/18/2023	10150	GEN	3130APQM0	Interest	FHLB Call Note	0.00	0.00	0.00	15,000.00	15,000.00
11/22/2023	10151	GEN	3130APQU2	Maturity	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	6,500.00	2,006,500.00
01/30/2024	10164	GEN	3130AUQC1	Maturity	FHLB Note	5,000,000.00	5,000,000.00	5,000,000.00	121,875.00	5,121,875.00
					Total for General Fund	36,205,000.00	36,117,456.03	36,205,000.00	551,002.15	36,756,002.15
QSCB - Reserve Fund										
07/01/2023	10149	QSCB	73358W4V3	Maturity	Port Authority of NY & NJ	2,500,000.00	2,528,350.00	2,500,000.00	13,575.00	2,513,575.00
07/28/2023	10152	QSCB	3130AQJM6	Interest	FHLB Call Note	0.00	0.00	0.00	18,750.00	18,750.00
07/28/2023	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
08/01/2023	10166	QSCB	3134GYQP0	Call	FHLMC Call Note	2,542,000.00	2,542,000.00	2,542,000.00	0.00	2,542,000.00
08/18/2023	10144	QSCB	3130ANDP2	Maturity	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	2,500.00	2,002,500.00
09/01/2023	10146	QSCB	678720KM4	Maturity	Oklahoma County OK ISD	2,000,000.00	2,007,720.00	2,000,000.00	5,000.00	2,005,000.00
11/01/2023	10166	QSCB	3134GYQP0	Interest	FHLMC Call Note	0.00	0.00	0.00	68,316.25	68,316.25
12/01/2023	10161	QSCB	578060EQ4	Interest	Mayes County OK ISD	0.00	0.00	0.00	26,400.00	26,400.00
01/28/2024	10152	QSCB	3130AQJM6	Interest	FHLB Call Note	0.00	0.00	0.00	18,750.00	18,750.00
					Total for QSCB - Reserve Fund	12,042,000.00	12,074,170.00	12,042,000.00	153,291.25	12,195,291.25
					GRAND TOTALS:	48,247,000.00	48,191,626.03	48,247,000.00	704,293.40	48,951,293.40

Portfolio MCAL
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PC (PRF_PC) 7.2.0
Report Ver. 7.3.6.1

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

McAllen ISD
Texas Compliance Change in Val Report
Sorted by Fund
April 1, 2023 - June 30, 2023

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
Fund: Activity Fund									
10020	FBPC	ACT	07/01/2022	23,784.42	2,399,124.37	559,673.93	915,255.92	-355,581.99	2,043,542.38
999915	2,043,542.38	4.810	/ /	24,038.67	2,399,124.37	559,673.93	915,255.92	-355,581.99	2,043,542.38
	Sub Totals For: Fund: Activity Fund			23,784.42	2,399,124.37	559,673.93	915,255.92	-355,581.99	2,043,542.38
				24,038.67	2,399,124.37	559,673.93	915,255.92	-355,581.99	2,043,542.38
Fund: Clearing Fund									
10019	FBPC	CLEAR	07/01/2022	34,638.97	4,703,634.10	75,239,223.60	76,182,326.96	-943,103.36	3,760,530.74
999914	3,760,530.74	4.810	/ /	32,386.83	4,703,634.10	75,239,223.60	76,182,326.96	-943,103.36	3,760,530.74
	Sub Totals For: Fund: Clearing Fund			34,638.97	4,703,634.10	75,239,223.60	76,182,326.96	-943,103.36	3,760,530.74
				32,386.83	4,703,634.10	75,239,223.60	76,182,326.96	-943,103.36	3,760,530.74
Fund: Capital Projects Fun									
10101	LSCORP	CP	12/18/2019	5,091.12	394,116.74	5,091.12	0.00	5,091.12	399,207.86
108906G	399,207.86	5.270	/ /	5,091.12	394,116.74	5,091.12	0.00	5,091.12	399,207.86
10102	LSGOVT	CP	12/18/2019	4,835.78	387,976.39	4,835.78	0.00	4,835.78	392,812.17
108906H	392,812.17	5.080	/ /	4,835.78	387,976.39	4,835.78	0.00	4,835.78	392,812.17
10103	FBPC	CP	07/01/2022	23,953.64	4,458,707.92	580,877.73	5,016,839.66	-4,435,961.93	22,745.99
999922	22,745.99	4.810	/ /	25,169.54	4,458,707.92	580,877.73	5,016,839.66	-4,435,961.93	22,745.99
10108	LSCORP	CP	02/21/2020	61,205.89	4,791,421.19	61,205.89	200,000.00	-138,794.11	4,652,627.08
108906I	4,652,627.08	5.270	/ /	61,205.89	4,791,421.19	61,205.89	200,000.00	-138,794.11	4,652,627.08
10109	FBPC	CP	07/01/2022	1,223.73	86,937.87	1,307,806.79	1,385,348.86	-78,670.81	8,267.06
SYS10109	8,267.06	4.810	/ /	1,128.74	86,937.87	1,307,806.79	1,385,348.86	-78,670.81	8,267.06
10113	LSGOVT	CP	03/12/2020	54,862.52	4,986,178.57	54,862.52	1,105,136.00	-1,050,273.48	3,935,905.09
108906J	3,935,905.09	5.080	/ /	54,862.52	4,986,178.57	54,862.52	1,105,136.00	-1,050,273.48	3,935,905.09

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
	Sub Totals For: Fund: Capital Projects Fun			151,172.68	15,105,338.68	2,014,679.83	7,707,324.52	-5,693,773.43	9,411,565.25
				152,293.59	15,105,338.68	2,014,679.83	7,707,324.52	-5,693,773.43	9,411,565.25
Fund: Debt Service Fund									
10023	FBPC	DS	07/01/2022	1,030.41	98,189.55	9,882.55	5,353.48	4,529.07	102,718.62
999918	102,718.62	4.810	/ /	990.22	98,189.55	9,882.55	5,353.48	4,529.07	102,718.62
10032	LSCORP	DS	10/22/2015	23,844.60	1,727,941.45	565,531.42	359,991.63	205,539.79	1,933,481.24
108906B	1,933,481.24	5.270	/ /	23,844.60	1,727,941.45	565,531.42	359,991.63	205,539.79	1,933,481.24
10089	LSGOVT	DS	08/05/2019	20,694.17	1,660,091.93	20,694.17	0.00	20,694.17	1,680,786.10
108906C	1,680,786.10	5.080	/ /	20,694.17	1,660,091.93	20,694.17	0.00	20,694.17	1,680,786.10
	Sub Totals For: Fund: Debt Service Fund			45,569.18	3,486,222.93	596,108.14	365,345.11	230,763.03	3,716,985.96
				45,528.99	3,486,222.93	596,108.14	365,345.11	230,763.03	3,716,985.96
Fund: General Fund									
10003	LSCORP	GEN	11/01/2014	393,430.86	35,418,188.71	66,743,628.91	73,038,520.44	-6,294,891.53	29,123,297.18
108906	29,123,297.18	5.270	/ /	393,430.86	35,418,188.71	66,743,628.91	73,038,520.44	-6,294,891.53	29,123,297.18
10022	FBPC	GEN	07/01/2022	59,477.93	4,064,490.61	91,793,231.94	88,479,825.13	3,313,406.81	7,377,897.42
999917	7,377,897.42	4.810	/ /	56,309.01	4,064,490.61	91,793,231.94	88,479,825.13	3,313,406.81	7,377,897.42
10034	TXPPRM	GEN	11/03/2015	141,318.54	10,922,477.55	141,318.54	0.00	141,318.54	11,063,796.09
999920	11,063,796.09	5.303	/ /	141,318.54	10,922,477.55	141,318.54	0.00	141,318.54	11,063,796.09
10090	LSGOVT	GEN	08/05/2019	364,076.42	38,273,066.04	2,364,076.42	24,000,000.00	-21,635,923.58	16,637,142.46
108906D	16,637,142.46	5.080	/ /	364,076.42	38,273,066.04	2,364,076.42	24,000,000.00	-21,635,923.58	16,637,142.46
10092	TXPOOL	GEN	08/05/2019	134,493.53	10,847,551.77	134,493.53	0.00	134,493.53	10,982,045.30
999921	10,982,045.30	5.054	/ /	134,493.53	10,847,551.77	134,493.53	0.00	134,493.53	10,982,045.30
10099	LSCO+	GEN	11/18/2019	0.00	0.00	0.00	0.00	0.00	0.00
108906F	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10141	SYRANY	GEN	06/30/2021	3,862.22	1,583,368.89	0.00	1,580,000.00	-1,583,368.89	0.00
8717027U4	0.00	0.000	05/15/2023	15,800.00	1,578,420.00	0.00	1,580,000.00	-1,578,420.00	0.00

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
10142	WESTHT	GEN	07/08/2021	1,165.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
953107AB5	1,000,000.00	0.465	07/01/2023	0.00	989,190.00	0.00	0.00	10,810.00	1,000,000.00
10143	FHLBC	GEN	08/18/2021	1,500.00	2,400,000.00	0.00	0.00	0.00	2,400,000.00
3130ANDP2	2,400,000.00	0.250	08/18/2023	0.00	2,356,138.22	0.00	0.00	28,022.67	2,384,160.89
10145	OKCOSD	GEN	09/23/2021	1,375.00	1,100,912.46	0.00	0.00	-547.47	1,100,364.99
678720KM4	1,100,000.00	0.238	09/01/2023	0.00	1,080,728.00	0.00	0.00	10,615.00	1,091,343.00
10148	PORTNW	GEN	10/15/2021	4,086.07	1,507,493.51	0.00	0.00	-2,493.51	1,505,000.00
73358W4V3	1,505,000.00	0.420	07/01/2023	0.00	1,490,476.75	0.00	0.00	14,523.25	1,505,000.00
10150	FHLBC	GEN	11/18/2021	7,500.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00
3130APQM0	3,000,000.00	1.000	11/18/2024	15,000.00	2,839,828.11	0.00	0.00	-15,890.46	2,823,937.65
10151	FHLBC	GEN	11/22/2021	3,250.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00
3130APQU2	2,000,000.00	0.650	11/22/2023	6,500.00	1,944,771.58	0.00	0.00	17,115.22	1,961,886.80
10153	FHLBC	GEN	02/07/2022	6,250.00	2,500,000.00	0.00	0.00	0.00	2,500,000.00
3130AQLR2	2,500,000.00	1.000	02/07/2024	0.00	2,419,276.88	0.00	0.00	12,687.97	2,431,964.85
10156	FHLBS	GEN	02/28/2022	28,125.00	4,500,000.00	0.00	0.00	0.00	4,500,000.00
3130AQYM9	4,500,000.00	2.083	02/28/2025	0.00	4,393,705.37	0.00	0.00	-12,813.98	4,380,891.39
10162	FFCBC	GEN	10/31/2022	58,375.00	4,999,566.04	0.00	0.00	339.62	4,999,905.66
3133ENV98	5,000,000.00	4.706	07/26/2023	0.00	4,991,918.10	0.00	0.00	5,598.00	4,997,516.10
10163	INGFD	GEN	01/27/2023	0.00	2,918,490.00	0.00	0.00	37,461.67	2,955,951.67
4497W1XG6	3,000,000.00	5.149	10/16/2023	0.00	2,914,395.00	0.00	0.00	36,249.00	2,950,644.00
10164	FHLB	GEN	01/30/2023	60,937.50	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130AUQC1	5,000,000.00	4.875	01/30/2024	0.00	5,003,993.75	0.00	0.00	-22,139.00	4,981,854.75
10165	FNMAC	GEN	04/28/2023	29,400.00	0.00	3,200,000.00	0.00	3,200,000.00	3,200,000.00
3135GAH20	3,200,000.00	5.254	01/27/2025	0.00	0.00	3,200,000.00	0.00	3,174,584.58	3,174,584.58
10167	JERDEV	GEN	05/24/2023	17,118.47	0.00	2,518,627.65	0.00	2,516,174.51	2,516,174.51
476637AU7	2,495,000.00	5.516	05/24/2024	0.00	0.00	2,518,627.65	0.00	2,520,174.55	2,520,174.55

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
	Sub Totals For: Fund: General Fund			1,315,741.54	132,035,605.58	166,895,376.99	187,098,345.57	-20,174,030.30	111,861,575.28
				1,126,928.36	131,528,616.44	166,895,376.99	187,098,345.57	-20,140,479.43	111,388,137.01
Fund: Plan 457 Fund									
10021	FBPC	PLAN457	07/01/2022	0.00	0.00	0.00	0.00	0.00	0.00
999916	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
	Sub Totals For: Fund: Plan 457 Fund			0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: Proprietary Fund									
10024	FBPC	PROP	07/01/2022	28,981.17	3,418,831.97	7,229,419.31	8,148,331.83	-918,912.52	2,499,919.45
999919	2,499,919.45	4.810	/ /	28,798.48	3,418,831.97	7,229,419.31	8,148,331.83	-918,912.52	2,499,919.45
10025	LSCORP	PROP	08/05/2015	44,029.77	3,408,208.26	44,029.77	0.00	44,029.77	3,452,238.03
108906A	3,452,238.03	5.270	/ /	44,029.77	3,408,208.26	44,029.77	0.00	44,029.77	3,452,238.03
10091	LSGOVT	PROP	08/05/2019	42,406.95	3,402,038.68	42,406.95	0.00	42,406.95	3,444,445.63
108906E	3,444,445.63	5.080	/ /	42,406.95	3,402,038.68	42,406.95	0.00	42,406.95	3,444,445.63
	Sub Totals For: Fund: Proprietary Fund			115,417.89	10,229,078.91	7,315,856.03	8,148,331.83	-832,475.80	9,396,603.11
				115,235.20	10,229,078.91	7,315,856.03	8,148,331.83	-832,475.80	9,396,603.11
Fund: QSCB - Reserve Fund									
10014	BNYC	QSCB	07/01/2022	0.00	2,542,282.46	330,507.48	2,819,707.48	-2,489,200.00	53,082.46
882521	53,082.46	0.000	/ /	0.00	2,542,282.46	330,507.48	2,819,707.48	-2,489,200.00	53,082.46
10144	FHLBC	QSCB	08/18/2021	1,250.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00
3130ANDP2	2,000,000.00	0.250	08/18/2023	0.00	1,963,448.52	0.00	0.00	23,352.22	1,986,800.74
10146	OKCOSD	QSCB	09/23/2021	2,500.00	2,001,659.03	0.00	0.00	-995.42	2,000,663.61
678720KM4	2,000,000.00	0.238	09/01/2023	0.00	1,964,960.00	0.00	0.00	19,300.00	1,984,260.00
10149	PORTNW	QSCB	10/15/2021	6,787.50	2,504,142.05	0.00	0.00	-4,142.05	2,500,000.00
73358W4V3	2,500,000.00	0.420	07/01/2023	0.00	2,475,875.00	0.00	0.00	24,125.00	2,500,000.00
10152	FHLBC	QSCB	01/28/2022	9,375.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00
3130AQJM6	3,000,000.00	1.294	01/28/2025	0.00	2,820,255.63	0.00	0.00	-2,684.13	2,817,571.50

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
10161	MAYES	QSCB	06/29/2022	13,200.00	1,604,748.67	0.00	0.00	-1,017.57	1,603,731.10
578060EQ4	1,600,000.00	2.384	06/01/2024	48,693.33	1,573,136.00	0.00	0.00	-8,784.00	1,564,352.00
10166	FHLMCC	QSCB	05/01/2023	22,772.08	0.00	2,542,000.00	0.00	2,542,000.00	2,542,000.00
3134GYQP0	2,542,000.00	5.375	05/01/2025	0.00	0.00	2,542,000.00	0.00	2,523,916.92	2,523,916.92
Sub Totals For: Fund: QSCB - Reserve Fund				55,884.58	13,652,832.21	2,872,507.48	2,819,707.48	46,644.96	13,699,477.17
				48,693.33	13,339,957.61	2,872,507.48	2,819,707.48	90,026.01	13,429,983.62
Fund: QSCB - Debt Service									
10040	BNYC	QSCBDS	07/01/2022	0.00	0.00	0.00	0.00	0.00	0.00
882520	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: QSCB - Debt Service				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
		Report Grand Totals:		1,742,209.26	181,611,836.78	255,493,426.00	283,236,637.39	-27,721,556.89	153,890,279.89
				1,545,104.97	180,791,973.04	255,493,426.00	283,236,637.39	-27,644,624.97	153,147,348.07

Disclosures

MEEDER

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

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

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

Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

Meeder Public Funds

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MONTHLY INVESTMENT REPORT

McAllen ISD

JUNE 30, 2023

MEEDER

PUBLIC FUNDS

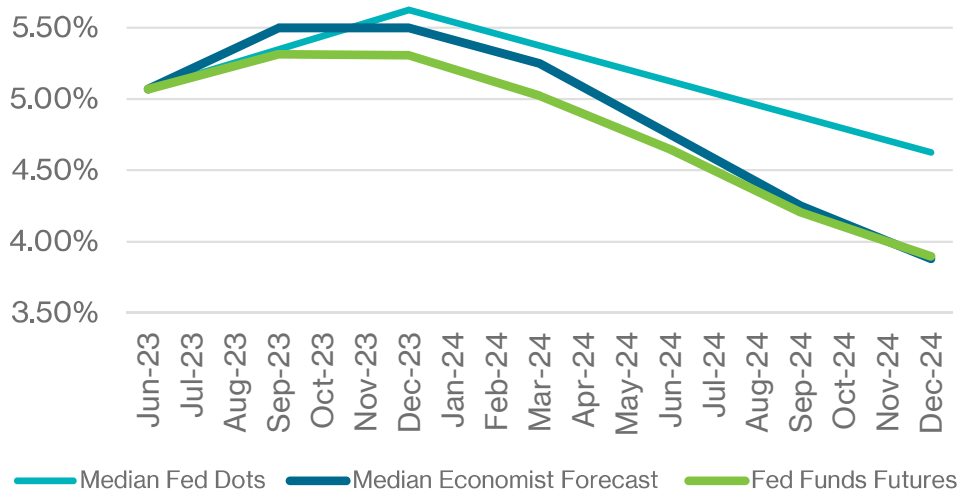
A Fed Pause (For Now?)

After a historic pace of rate hikes, for the first time this cycle, the Federal Open Market Committee voted to leave rates unchanged. The unanimous decision left the target range for the federal funds rate at 5.00% - 5.25%, but throughout the month Jerome Powell messaged that more rate hikes are likely needed to tame inflation.

Labor market data released this month pointed to a still resilient economy. The June jobs report saw another surprisingly high payroll number, with the US economy adding 339,000 jobs in the month. Additionally, the increases were broad-based, with increases across different job categories. Although the unemployment rate increased to 3.7%, this was at least partially due to more labor force participation. Job openings also increased, signaling that for now, employers are still looking to add to their workforce. Initial jobless claims did continue to grind higher, evidencing maybe some early signs of labor market weakness. Initial jobless claims averaged 258,000 in June, up from an average of 230,000 in May.

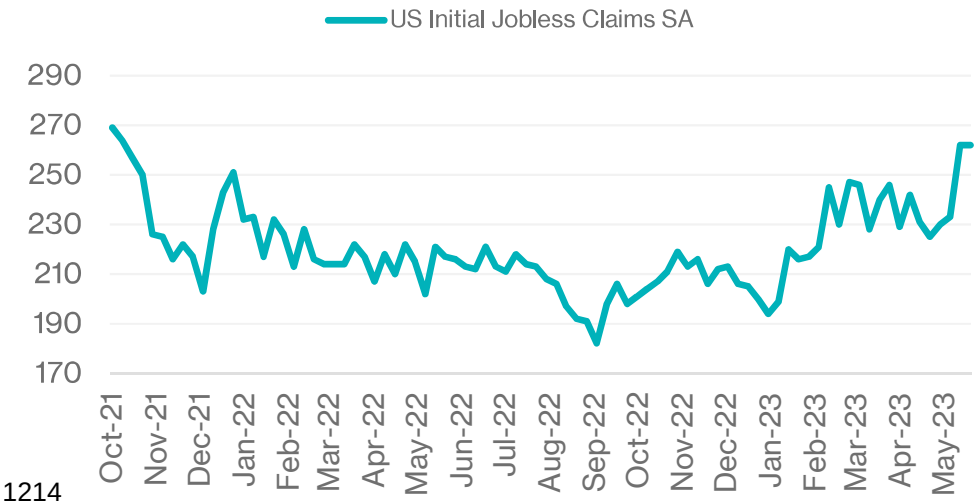
Inflation data shows that, while annual figures continue to moderate, monthly figures point to some price stickiness. The June Consumer Price Index (CPI) report showed that annual headline inflation was 4%, the lowest figure since March 2021. On a monthly basis, core inflation increased by 0.4% for the third month in a row, which annualizes to a rate of 4.8%. Although inflation readings are firmly below the high figures from 2022, if core inflation is still increasing at nearly 5% annually, the Federal Reserve likely believes they have more work to do.

RATE EXPECTATIONS



SOURCE: BLOOMBERG

JOBLESS CLAIMS INCREASING



1214

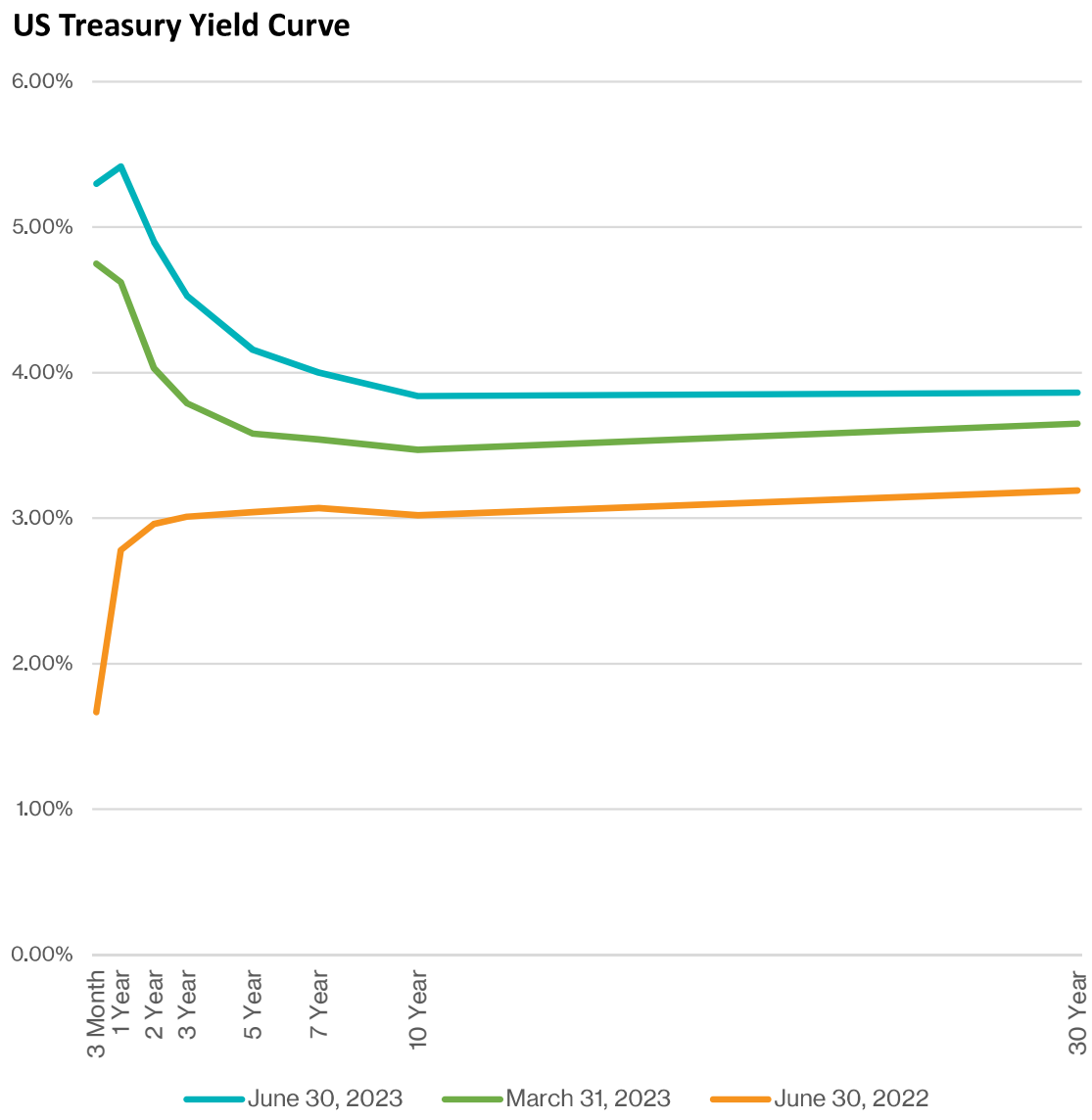
SOURCE: BLOOMBERG

Short-term Rates Move Higher

MEEDER

With still solid economic data and hawkish commentary from Powell, markets ended June pricing in an additional rate hike by the end of the year. Short-term treasury yields are highly correlated with changes in monetary policy, and we saw treasury yields react to this renewed view on rates. The 2 Year US Treasury yield increased 0.50% to 4.90%, and the 5 Year US Treasury yield increased 0.41% to 4.16%. Long-term treasury rates are more reflective of the market's outlook on growth. The 10 Year US Treasury yield increased by just 0.20% to 3.84%, keeping the yield curve inversion at -1.06%. Outside of March 8th, this is the most the curve has been inverted this rate hiking cycle.

Even with an inverted yield curve signaling an economic slowdown, spreads on corporate bonds, commercial paper, municipal bonds, and agency bonds generally tightened over the month. Some of the spread tightening was a continuation of the movement we saw after the debt ceiling debate was resolved. With spreads slightly below historic averages, we will continue to look to add value by picking up incremental yield on high-quality bonds, including agency debt. Locking in current yields and income levels will benefit portfolios when the yield curve eventually normalizes, and rates fall when this hiking cycle ends.



SOURCE: BLOOMBERG

1215

McAllen Independent School District
Monthly Investment Report
June 1, 2023 – June 31, 2023

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.

Portfolio as of 05/31/23:		**Portfolio as of 06/30/23:**	
Beginning Book Value	$ 164,986,345	Ending Book Value	$ 153,890,280
Beginning Market Value	$ 164,178,558	Ending Market Value	$ 153,147,348
		Unrealized Gain/Loss	$ (742,932)
WAM at Beginning Period Date[1]	93 days	WAM at Ending Period Date[1]	89 days
(Decrease in market value is due to seasonal cash outflows)		Change in Market Value[2]	$ (11,031,210)

Average Yield to Maturity for period	**4.335%**
Average Yield 1-year Treasury Bill for period	**5.240%**
Average Yield 2-year Treasury Note for period	**4.640%**

Iris Luna, Chief Financial Officer
McAllen ISD

Adelita Felix, Asst. Superintendent of Business Operations
McAllen ISD

Dyanira Diaz, Director of Accounting
McAllen ISD

Vanessa Arrezola, Coordinator for Accounting
McAllen ISD

1 WAM – weighted average maturity

2 "Change in Market Value" is required data, but will primarily reflect the receipt and expenditure of the District's funds from month to month.
Meeder Public Funds has assisted in the preparation of this consolidated investment report, with additional input provided by McAllen ISD.

Your Portfolio

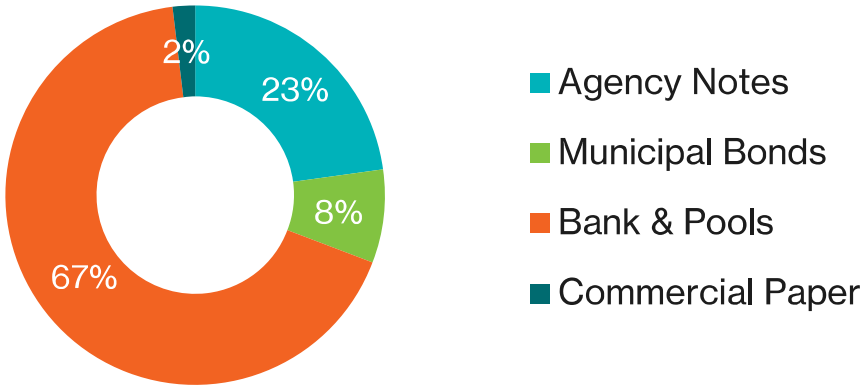
As of June 30, 2023

MEEDER

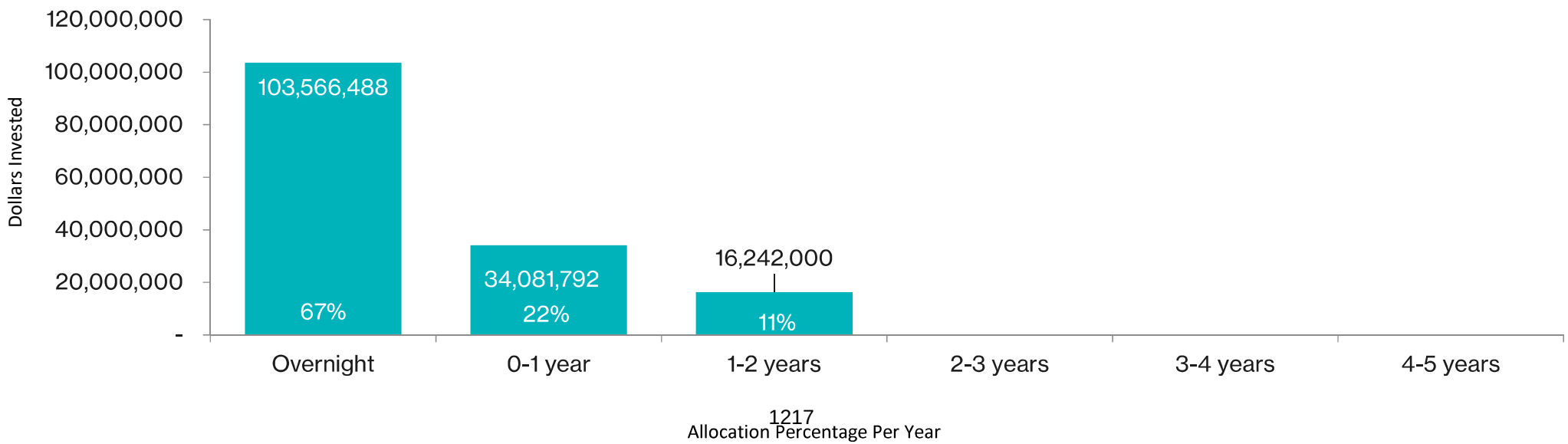
Your Portfolio Statistics

Weighted Average Maturity	0.24 years
Weighted Average Yield (All Funds)	4.34%

Your Asset Allocation



Your Maturity Distribution



Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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McAllen ISD
Portfolio Management
Portfolio Summary
June 30, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BNY Mellon	53,082.46	53,082.46	53,082.46	0.03	1	1	0.000
Frost Bank	15,815,621.66	15,815,621.66	15,815,621.66	10.28	1	1	4.810
Commercial Paper Disc. -Amortizing	3,000,000.00	2,950,644.00	2,955,951.67	1.92	262	107	5.221
Federal Agency Coupon Securities	35,142,000.00	34,465,086.17	35,141,905.66	22.84	714	335	2.833
Municipal Bonds	12,200,000.00	12,165,129.55	12,225,934.21	7.94	611	127	1.700
Texpool/Texpool Prime	22,045,841.39	22,045,841.39	22,045,841.39	14.33	1	1	5.180
Lone Star	65,651,942.84	65,651,942.84	65,651,942.84	42.66	1	1	5.194
Investments	153,908,488.35	153,147,348.07	153,890,279.89	100.00%	217	89	4.335
Cash and Accrued Interest							
Accrued Interest at Purchase		466.67	466.67				
Subtotal		466.67	466.67				
Total Cash and Investments	153,908,488.35	153,147,814.74	153,890,746.56		217	89	4.335

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	561,573.27	5,523,274.39	5,523,274.39

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.

Sep 20, 2023

Adelita Felix, Asst Sup't of Business Oper

MEEDER PUBLIC FUNDS

McAllen ISD
Summary by Type
June 30, 2023
Grouped by Fund

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Activity Fund						
Frost Bank	1	2,043,542.38	2,043,542.38	1.33	4.810	1
Subtotal	1	2,043,542.38	2,043,542.38	1.33	4.810	1
Fund: Clearing Fund						
Frost Bank	1	3,760,530.74	3,760,530.74	2.44	4.810	1
Subtotal	1	3,760,530.74	3,760,530.74	2.44	4.810	1
Fund: Capital Projects Fund						
Frost Bank	2	31,013.05	31,013.05	0.02	4.810	1
Lone Star	4	9,380,552.20	9,380,552.20	6.10	5.182	1
Subtotal	6	9,411,565.25	9,411,565.25	6.12	5.181	1
Fund: Debt Service Fund						
Frost Bank	1	102,718.62	102,718.62	0.07	4.810	1
Lone Star	2	3,614,267.34	3,614,267.34	2.35	5.182	1
Subtotal	3	3,716,985.96	3,716,985.96	2.42	5.171	1
Fund: General Fund						
Frost Bank	1	7,377,897.42	7,377,897.42	4.79	4.810	1
Federal Agency Coupon Securities	8	27,600,000.00	27,599,905.66	17.93	2.953	299
Commercial Paper Disc. -Amortizing	1	3,000,000.00	2,955,951.67	1.92	5.221	107
Lone Star	3	45,760,439.64	45,760,439.64	29.74	5.201	1
Texpool/Texpool Prime	2	22,045,841.39	22,045,841.39	14.33	5.180	1
Municipal Bonds	4	6,100,000.00	6,121,539.50	3.98	2.521	146
Subtotal	19	111,884,178.45	111,861,575.28	72.69	4.470	85
Fund: Plan 457 Fund						
Frost Bank	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0

McAllen ISD
Summary by Type
June 30, 2023
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Proprietary Fund						
Frost Bank	1	2,499,919.45	2,499,919.45	1.62	4.810	1
Lone Star	2	6,896,683.66	6,896,683.66	4.48	5.175	1
Subtotal	3	9,396,603.11	9,396,603.11	6.10	5.078	1
Fund: QSCB - Reserve Fund						
BNY Mellon	1	53,082.46	53,082.46	0.03	0.000	1
Federal Agency Coupon Securities	3	7,542,000.00	7,542,000.00	4.90	2.393	468
Municipal Bonds	3	6,100,000.00	6,104,394.71	3.97	0.876	109
Subtotal	7	13,695,082.46	13,699,477.17	8.90	1.708	306
Fund: QSCB - Debt Service						
BNY Mellon	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Total and Average	42	153,908,488.35	153,890,279.89	100.00	4.335	89

McAllen ISD
Fund ACT - Activity Fund
Investments by Fund
June 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
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
Frost Bank										
999915	10020	Frost Bank Public Checking	07/01/2022	2,043,542.38	2,043,542.38	2,043,542.38	4.810	4.744	4.810	1
			Subtotal and Average	2,043,542.38	2,043,542.38	2,043,542.38		4.744	4.810	1
			Total Investments and Average	2,043,542.38	2,043,542.38	2,043,542.38		4.744	4.810	1

Run Date: 07/21/2023 - 12:31

Portfolio MCAL
AP
FI (PRF_FI) 7.1.1
Report Ver. 7.3.6.1

Fund CLEAR - Clearing Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999914	10019	Frost Bank Public Checking	07/01/2022	3,760,530.74	3,760,530.74	3,760,530.74	4.810	4.744	4.810	1
			Subtotal and Average	3,760,530.74	3,760,530.74	3,760,530.74		4.744	4.810	1
			Total Investments and Average	3,760,530.74	3,760,530.74	3,760,530.74		4.744	4.810	1

Fund CP - Capital Projects Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999922	10103	Frost Bank Public Checking	07/01/2022	22,745.99	22,745.99	22,745.99	4.810	4.744	4.810	1
SYS10109	10109	Frost Bank Public Checking	07/01/2022	8,267.06	8,267.06	8,267.06	4.810	4.744	4.810	1
			Subtotal and Average	31,013.05	31,013.05	31,013.05		4.744	4.810	1
Lone Star										
108906G	10101	Lone Star Corporate Overnight	12/18/2019	399,207.86	399,207.86	399,207.86	5.270	5.197	5.270	1
108906I	10108	Lone Star Corporate Overnight	02/21/2020	4,652,627.08	4,652,627.08	4,652,627.08	5.270	5.197	5.270	1
108906H	10102	Lone Star Government ON	12/18/2019	392,812.17	392,812.17	392,812.17	5.080	5.010	5.080	1
108906J	10113	Lone Star Government ON	03/12/2020	3,935,905.09	3,935,905.09	3,935,905.09	5.080	5.010	5.080	1
			Subtotal and Average	9,380,552.20	9,380,552.20	9,380,552.20		5.111	5.182	1
			Total Investments and Average	9,411,565.25	9,411,565.25	9,411,565.25		5.110	5.181	1

Fund DS - Debt Service Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999918	10023	Frost Bank Public Checking	07/01/2022	102,718.62	102,718.62	102,718.62	4.810	4.744	4.810	1
			Subtotal and Average	102,718.62	102,718.62	102,718.62		4.744	4.810	1
Lone Star										
108906B	10032	Lone Star Corporate Overnight	10/22/2015	1,933,481.24	1,933,481.24	1,933,481.24	5.270	5.197	5.270	1
108906C	10089	Lone Star Government ON	08/05/2019	1,680,786.10	1,680,786.10	1,680,786.10	5.080	5.010	5.080	1
			Subtotal and Average	3,614,267.34	3,614,267.34	3,614,267.34		5.111	5.182	1
			Total Investments and Average	3,716,985.96	3,716,985.96	3,716,985.96		5.101	5.171	1

Fund GEN - General Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Frost Bank											
999917	10022	Frost Bank Public Checking	07/01/2022	7,377,897.42	7,377,897.42	7,377,897.42	4.810	4.744	4.810		1
			Subtotal and Average	7,377,897.42	7,377,897.42	7,377,897.42		4.744	4.810		1
Commercial Paper Disc. -Amortizing											
4497W1XG6	10163	ING Funding CP	01/27/2023	2,955,951.67	3,000,000.00	2,950,644.00		5.149	5.221	10/16/2023	107
			Subtotal and Average	2,955,951.67	3,000,000.00	2,950,644.00		5.150	5.221		107
Federal Agency Coupon Securities											
3133ENV98	10162	FFCB Call Note	10/31/2022	4,999,905.66	5,000,000.00	4,997,516.10	4.670	4.641	4.706	07/26/2023	25
3130AUQC1	10164	FHLB Note	01/30/2023	5,000,000.00	5,000,000.00	4,981,854.75	4.875	4.808	4.875	01/30/2024	213
3130ANDP2	10143	FHLB Call Note	08/18/2021	2,400,000.00	2,400,000.00	2,384,160.89	0.250	0.246	0.250	08/18/2023	48
3130APQM0	10150	FHLB Call Note	11/18/2021	3,000,000.00	3,000,000.00	2,823,937.65	1.000	0.986	1.000	11/18/2024	506
3130APQU2	10151	FHLB Call Note	11/22/2021	2,000,000.00	2,000,000.00	1,961,886.80	0.650	0.641	0.650	11/22/2023	144
3130AQLR2	10153	FHLB Call Note	02/07/2022	2,500,000.00	2,500,000.00	2,431,964.85	1.000	0.986	1.000	02/07/2024	221
3130AQYM9	10156	FHLB Step Note	02/28/2022	4,500,000.00	4,500,000.00	4,380,891.39	2.500	2.054	2.083	02/28/2025	608
3135GAH20	10165	FNMA Call Note	04/28/2023	3,200,000.00	3,200,000.00	3,174,584.58	5.250	5.182	5.254	01/27/2025	576
			Subtotal and Average	27,599,905.66	27,600,000.00	27,136,797.01		2.912	2.953		298
Municipal Bonds											
476637AU7	10167	Jersey City NJ Redev Agency	05/24/2023	2,516,174.51	2,495,000.00	2,520,174.55	6.500	5.516	5.592	05/24/2024	328
678720KM4	10145	Oklahoma County OK ISD	09/23/2021	1,100,364.99	1,100,000.00	1,091,343.00	0.500	0.234	0.238	09/01/2023	62
73358W4V3	10148	Port Authority of NY & NJ	10/15/2021	1,505,000.00	1,505,000.00	1,505,000.00	1.086	0.414	0.420	07/01/2023	0
953107AB5	10142	West Hartford CT	07/08/2021	1,000,000.00	1,000,000.00	1,000,000.00	0.466	0.459	0.465	07/01/2023	0
			Subtotal and Average	6,121,539.50	6,100,000.00	6,116,517.55		2.487	2.521		145
Texpool/Texpool Prime											
999921	10092	Texpool	08/05/2019	10,982,045.30	10,982,045.30	10,982,045.30	5.054	4.985	5.054		1
999920	10034	Texpool Prime	11/03/2015	11,063,796.09	11,063,796.09	11,063,796.09	5.304	5.231	5.303		1
			Subtotal and Average	22,045,841.39	22,045,841.39	22,045,841.39		5.109	5.180		1
Lone Star											
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	29,123,297.18	29,123,297.18	29,123,297.18	5.270	5.197	5.270		1

Fund GEN - General Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Lone Star										
108906D	10090	Lone Star Government ON	08/05/2019	16,637,142.46	16,637,142.46	16,637,142.46	5.080	5.010	5.080	1
			Subtotal and Average	45,760,439.64	45,760,439.64	45,760,439.64		5.130	5.201	1
			Total Investments and Average	111,861,575.28	111,884,178.45	111,388,137.01		4.409	4.470	85

Fund PLAN457 - Plan 457 Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999916	10021	Frost Bank Public Checking	07/01/2022	0.00	0.00	0.00				1
			Subtotal and Average	0.00	0.00	0.00		0.000	0.000	0
			Total Investments and Average	0.00	0.00	0.00		0.000	0.000	0

Fund PROP - Proprietary Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999919	10024	Frost Bank Public Checking	07/01/2022	2,499,919.45	2,499,919.45	2,499,919.45	4.810	4.744	4.810	1
			Subtotal and Average	2,499,919.45	2,499,919.45	2,499,919.45		4.744	4.810	1
Lone Star										
108906A	10025	Lone Star Corporate Overnight	08/05/2015	3,452,238.03	3,452,238.03	3,452,238.03	5.270	5.197	5.270	1
108906E	10091	Lone Star Government ON	08/05/2019	3,444,445.63	3,444,445.63	3,444,445.63	5.080	5.010	5.080	1
			Subtotal and Average	6,896,683.66	6,896,683.66	6,896,683.66		5.104	5.175	1
			Total Investments and Average	9,396,603.11	9,396,603.11	9,396,603.11		5.008	5.078	1

Fund QSCB - QSCB - Reserve Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
BNY Mellon											
882521	10014	BNY Mellon - Cash	07/01/2022	53,082.46	53,082.46	53,082.46					1
			Subtotal and Average	53,082.46	53,082.46	53,082.46		0.000	0.000		1
Federal Agency Coupon Securities											
3130ANDP2	10144	FHLB Call Note	08/18/2021	2,000,000.00	2,000,000.00	1,986,800.74	0.250	0.246	0.250	08/18/2023	48
3130AQJM6	10152	FHLB Call Note	01/28/2022	3,000,000.00	3,000,000.00	2,817,571.50	1.250	1.276	1.294	01/28/2025	577
3134GYQP0	10166	FHLMC Call Note	05/01/2023	2,542,000.00	2,542,000.00	2,523,916.92	5.375	5.301	5.375	05/01/2025	670
			Subtotal and Average	7,542,000.00	7,542,000.00	7,328,289.16		2.360	2.393		468
Municipal Bonds											
578060EQ4	10161	Mayes County OK ISD	06/29/2022	1,603,731.10	1,600,000.00	1,564,352.00	3.300	2.351	2.384	06/01/2024	336
678720KM4	10146	Oklahoma County OK ISD	09/23/2021	2,000,663.61	2,000,000.00	1,984,260.00	0.500	0.234	0.238	09/01/2023	62
73358W4V3	10149	Port Authority of NY & NJ	10/15/2021	2,500,000.00	2,500,000.00	2,500,000.00	1.086	0.414	0.420	07/01/2023	0
			Subtotal and Average	6,104,394.71	6,100,000.00	6,048,612.00		0.864	0.876		108
			Total Investments and Average	13,699,477.17	13,695,082.46	13,429,983.62		1.684	1.708		306

Fund QSCBDS - QSCB - Debt Service
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BNY Mellon										
882520	10040	BNY Mellon - Cash	07/01/2022	0.00	0.00	0.00				1
			Subtotal and Average	0.00	0.00	0.00		0.000	0.000	0
			Total Investments and Average	0.00	0.00	0.00		0.000	0.000	0

McAllen ISD
Cash Reconciliation Report
For the Period June 1, 2023 - June 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
06/01/2023	10161	QSCB	Interest	578060EQ4	1,600,000.00	MAYES 1.6M 3.30% Mat. 06/01/2024	06/01/2024	0.00	52,800.00	0.00	52,800.00
							Subtotal	0.00	52,800.00	0.00	52,800.00
							Total	0.00	52,800.00	0.00	52,800.00

MEEDER PUBLIC FUNDS

McAllen ISD
Interest Earnings
Sorted by Fund - Fund
June 1, 2023 - June 30, 2023
Yield on Beginning Book Value

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings: Interest Earned	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: Activity Fund												
999915	10020	ACT	LA2	2,043,542.38	2,281,079.94	2,043,542.38		4.810	4.071	7,632.79	0.00	7,632.79
			Subtotal	2,043,542.38	2,281,079.94	2,043,542.38			4.071	7,632.79	0.00	7,632.79
Fund: Clearing Fund												
999914	10019	CLEAR	LA2	3,760,530.74	4,697,280.04	3,760,530.74		4.810	3.393	13,101.41	0.00	13,101.41
			Subtotal	3,760,530.74	4,697,280.04	3,760,530.74			3.393	13,101.41	0.00	13,101.41
Fund: Capital Projects Fund												
108906I	10108	CP	RR2	4,652,627.08	4,832,403.80	4,652,627.08		5.270	5.092	20,223.28	0.00	20,223.28
108906G	10101	CP	RR2	399,207.86	397,487.38	399,207.86		5.270	5.266	1,720.48	0.00	1,720.48
999922	10103	CP	LA2	22,745.99	1,518,437.88	22,745.99		4.810	1.693	2,113.15	0.00	2,113.15
SYS10109	10109	CP	LA2	8,267.06	170,863.03	8,267.06		4.810	2.916	409.48	0.00	409.48
108906H	10102	CP	RR2	392,812.17	391,179.00	392,812.17		5.080	5.080	1,633.17	0.00	1,633.17
108906J	10113	CP	RR2	3,935,905.09	3,919,541.04	3,935,905.09		5.080	5.080	16,364.05	0.00	16,364.05
			Subtotal	9,411,565.25	11,229,912.13	9,411,565.25			4.601	42,463.61	0.00	42,463.61
Fund: Debt Service Fund												
108906B	10032	DS	RR2	1,933,481.24	1,888,885.21	1,933,481.24		5.270	5.338	8,287.24	0.00	8,287.24
999918	10023	DS	LA2	102,718.62	99,850.09	102,718.62		4.810	4.420	362.78	0.00	362.78
108906C	10089	DS	RR2	1,680,786.10	1,673,798.01	1,680,786.10		5.080	5.080	6,988.09	0.00	6,988.09
			Subtotal	3,716,985.96	3,662,533.31	3,716,985.96			5.195	15,638.11	0.00	15,638.11
Fund: General Fund												
3130AUQC1	10164	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	01/30/2024	4.875	4.943	20,312.50	0.00	20,312.50
999921	10092	GEN	RRP	10,982,045.30	10,936,612.39	10,982,045.30		5.054	5.054	45,432.91	0.00	45,432.91
108906	10003	GEN	RR2	29,123,297.18	27,885,701.64	29,123,297.18		5.270	5.130	117,567.05	0.00	117,567.05
999917	10022	GEN	LA2	7,377,897.42	2,894,822.28	7,377,897.42		4.810	8.213	19,541.05	0.00	19,541.05
999920	10034	GEN	RRP	11,063,796.09	11,015,774.77	11,063,796.09		5.304	5.304	48,021.32	0.00	48,021.32
3130ANDP2	10143	GEN	FAC	2,400,000.00	2,400,000.00	2,400,000.00	08/18/2023	0.250	0.253	500.00	0.00	500.00

Portfolio MCAL
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Report Ver. 7.3.6.1

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings: Interest Earned	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: General Fund												
3130AQLR2	10153	GEN	FAC	2,500,000.00	2,500,000.00	2,500,000.00	02/07/2024	1.000	1.014	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	1.014	2,500.00	0.00	2,500.00
3130APQU2	10151	GEN	FAC	2,000,000.00	2,000,000.00	2,000,000.00	11/22/2023	0.650	0.659	1,083.33	0.00	1,083.33
3133ENV98	10162	GEN	FAC	5,000,000.00	4,999,792.45	4,999,905.66	07/26/2023	4.670	4.763	19,458.33	113.21	19,571.54
108906D	10090	GEN	RR2	16,637,142.46	30,538,337.86	16,637,142.46		5.080	3.936	98,804.60	0.00	98,804.60
953107AB5	10142	GEN	MC2	1,000,000.00	1,000,000.00	1,000,000.00	07/01/2023	0.466	0.472	388.33	0.00	388.33
678720KM4	10145	GEN	MC2	1,100,000.00	1,100,547.48	1,100,364.99	09/01/2023	0.500	0.305	458.33	-182.49	275.84
73358W4V3	10148	GEN	MC2	1,505,000.00	1,505,831.17	1,505,000.00	07/01/2023	1.086	0.429	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	2.500	2.535	9,375.00	0.00	9,375.00
4497W1XG6	10163	GEN	ACP	3,000,000.00	2,943,601.66	2,955,951.67	10/16/2023		5.105	0.00	12,350.01	12,350.01
3135GAH20	10165	GEN	FAC	3,200,000.00	3,200,000.00	3,200,000.00	01/27/2025	5.250	5.323	14,000.00	0.00	14,000.00
476637AU7	10167	GEN	MC2	2,495,000.00	2,518,111.20	2,516,174.51	05/24/2024	6.500	5.594	13,514.58	-1,936.69	11,577.89
			Subtotal	111,884,178.45	119,939,132.90	111,861,575.28			4.300	414,402.69	9,512.87	423,915.56
Fund: Proprietary Fund												
108906A	10025	PROP	RR2	3,452,238.03	3,437,359.80	3,452,238.03		5.270	5.266	14,878.23	0.00	14,878.23
999919	10024	PROP	LA2	2,499,919.45	2,660,192.83	2,499,919.45		4.810	4.231	9,250.97	0.00	9,250.97
108906E	10091	PROP	RR2	3,444,445.63	3,430,124.89	3,444,445.63		5.080	5.080	14,320.74	0.00	14,320.74
			Subtotal	9,396,603.11	9,527,677.52	9,396,603.11			4.910	38,449.94	0.00	38,449.94
Fund: QSCB - Reserve Fund												
882521	10014	QSCB	LA1	53,082.46	282.46	53,082.46				0.00	0.00	0.00
3134GYQP0	10166	QSCB	FAC	2,542,000.00	2,542,000.00	2,542,000.00	05/01/2025	5.375	5.450	11,386.04	0.00	11,386.04
3130ANDP2	10144	QSCB	FAC	2,000,000.00	2,000,000.00	2,000,000.00	08/18/2023	0.250	0.253	416.66	0.00	416.66
3130AQJM6	10152	QSCB	FAC	3,000,000.00	3,000,000.00	3,000,000.00	01/28/2025	1.250	1.267	3,125.00	0.00	3,125.00
678720KM4	10146	QSCB	MC2	2,000,000.00	2,000,995.42	2,000,663.61	09/01/2023	0.500	0.305	833.33	-331.81	501.52
73358W4V3	10149	QSCB	MC2	2,500,000.00	2,501,380.68	2,500,000.00	07/01/2023	1.086	0.429	2,262.50	-1,380.68	881.82
578060EQ4	10161	QSCB	MC2	1,600,000.00	1,604,070.29	1,603,731.10	06/01/2024	3.300	3.080	4,400.00	-339.19	4,060.81
			Subtotal	13,695,082.46	13,648,728.85	13,699,477.17			1.816	22,423.53	-2,051.68	20,371.85
			Total	153,908,488.35	164,986,344.69	153,890,279.89			4.141	554,112.08	7,461.19	561,573.27

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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McAllen ISD
Amortization Schedule
June 1, 2023 - June 30, 2023
Sorted By Fund - Fund

Investment # / Issuer	Fund	Maturity Date / Amort. Date	Beginning Par Value / Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	Amounts Amortized And Unamortized As of 06/01/2023	Amount Amortized This Period	Amt Amortized Through 06/30/2023	Amount Unamortized Through 06/30/2023
General Fund										
10162	GEN	07/26/2023	5,000,000.00	4,999,000.00	-1,000.00	4,999,905.66	792.45	113.21	905.66	-94.34
FFCB Call Note			4.670				-207.55			
10163	GEN	10/16/2023	3,000,000.00	2,892,143.33	-107,856.67	2,955,951.67	51,458.33	12,350.01	63,808.34	-44,048.33
ING Funding CP							-56,398.34			
10167	GEN	05/24/2024	2,495,000.00	2,518,627.65	23,627.65	2,516,174.51	-516.45	-1,936.69	-2,453.14	21,174.51
Jersey City NJ Redev Agency			6.500				23,111.20			
10145	GEN	09/01/2023	1,100,000.00	1,104,246.00	4,246.00	1,100,364.99	-3,698.52	-182.49	-3,881.01	364.99
Oklahoma County OK ISD			0.500				547.48			
10148	GEN	07/01/2023	1,505,000.00	1,522,066.70	17,066.70	1,505,000.00	-16,235.53	-831.17	-17,066.70	0.00
Port Authority of NY & NJ			1.086				831.17			
			Subtotal	13,036,083.68	-63,916.32	13,077,396.83	31,800.28	9,512.87	41,313.15	-22,603.17
							-32,116.04			
QSCB - Reserve Fund										
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			
10161	QSCB	06/01/2024	1,600,000.00	1,607,824.00	7,824.00	1,603,731.10	-3,753.71	-339.19	-4,092.90	3,731.10
Mayes County OK ISD			3.300				4,070.29			
10146	QSCB	09/01/2023	2,000,000.00	2,007,720.00	7,720.00	2,000,663.61	-6,724.58	-331.81	-7,056.39	663.61
Oklahoma County OK ISD			0.500				995.42			
10149	QSCB	07/01/2023	2,500,000.00	2,528,350.00	28,350.00	2,500,000.00	-26,969.32	-1,380.68	-28,350.00	0.00
Port Authority of NY & NJ			1.086				1,380.68			
			Subtotal	9,139,994.00	39,994.00	9,104,394.71	-33,547.61	-2,051.68	-35,599.29	4,394.71
							6,446.39			
			Total	22,176,077.68	-23,922.32	22,181,791.54	-1,747.33	7,461.19	5,713.86	-18,208.46
							-25,669.65			

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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McAllen ISD
Projected Cashflow Report
Sorted by Fund
For the Period July 1, 2023 - January 31, 2024

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
General Fund										
07/01/2023	10142	GEN	953107AB5	Maturity	West Hartford CT	1,000,000.00	1,000,000.00	1,000,000.00	2,330.00	1,002,330.00
07/01/2023	10148	GEN	73358W4V3	Maturity	Port Authority of NY & NJ	1,505,000.00	1,522,066.70	1,505,000.00	8,172.15	1,513,172.15
07/07/2023	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
07/26/2023	10162	GEN	3133ENV98	Maturity	FFCB Call Note	5,000,000.00	4,999,000.00	5,000,000.00	116,750.00	5,116,750.00
07/30/2023	10164	GEN	3130AUQC1	Interest	FHLB Note	0.00	0.00	0.00	121,875.00	121,875.00
08/07/2023	10153	GEN	3130AQLR2	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
08/18/2023	10143	GEN	3130ANDP2	Maturity	FHLB Call Note	2,400,000.00	2,400,000.00	2,400,000.00	3,000.00	2,403,000.00
08/18/2023	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
08/22/2023	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
08/28/2023	10156	GEN	3130AQYM9	Interest	FHLB Step Note	0.00	0.00	0.00	56,250.00	56,250.00
08/28/2023	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
09/01/2023	10145	GEN	678720KM4	Maturity	Oklahoma County OK ISD	1,100,000.00	1,104,246.00	1,100,000.00	2,750.00	1,102,750.00
10/16/2023	10163	GEN	4497W1XG6	Maturity	ING Funding CP	3,000,000.00	2,892,143.33	3,000,000.00	0.00	3,000,000.00
10/27/2023	10165	GEN	3135GAH20	Interest	FNMA Call Note	0.00	0.00	0.00	84,000.00	84,000.00
10/27/2023	10165	GEN	3135GAH20	Call	FNMA Call Note	3,200,000.00	3,200,000.00	3,200,000.00	0.00	3,200,000.00
11/18/2023	10150	GEN	3130APQM0	Interest	FHLB Call Note	0.00	0.00	0.00	15,000.00	15,000.00
11/22/2023	10151	GEN	3130APQU2	Maturity	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	6,500.00	2,006,500.00
01/30/2024	10164	GEN	3130AUQC1	Maturity	FHLB Note	5,000,000.00	5,000,000.00	5,000,000.00	121,875.00	5,121,875.00
					Total for General Fund	36,205,000.00	36,117,456.03	36,205,000.00	551,002.15	36,756,002.15
QSCB - Reserve Fund										
07/01/2023	10149	QSCB	73358W4V3	Maturity	Port Authority of NY & NJ	2,500,000.00	2,528,350.00	2,500,000.00	13,575.00	2,513,575.00
07/28/2023	10152	QSCB	3130AQJM6	Interest	FHLB Call Note	0.00	0.00	0.00	18,750.00	18,750.00
07/28/2023	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
08/01/2023	10166	QSCB	3134GYQP0	Call	FHLMC Call Note	2,542,000.00	2,542,000.00	2,542,000.00	0.00	2,542,000.00
08/18/2023	10144	QSCB	3130ANDP2	Maturity	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	2,500.00	2,002,500.00
09/01/2023	10146	QSCB	678720KM4	Maturity	Oklahoma County OK ISD	2,000,000.00	2,007,720.00	2,000,000.00	5,000.00	2,005,000.00
11/01/2023	10166	QSCB	3134GYQP0	Interest	FHLMC Call Note	0.00	0.00	0.00	68,316.25	68,316.25
12/01/2023	10161	QSCB	578060EQ4	Interest	Mayes County OK ISD	0.00	0.00	0.00	26,400.00	26,400.00
01/28/2024	10152	QSCB	3130AQJM6	Interest	FHLB Call Note	0.00	0.00	0.00	18,750.00	18,750.00
					Total for QSCB - Reserve Fund	12,042,000.00	12,074,170.00	12,042,000.00	153,291.25	12,195,291.25
					GRAND TOTALS:	48,247,000.00	48,191,626.03	48,247,000.00	704,293.40	48,951,293.40

Portfolio MCAL
AP

Run Date: 07/21/2023 - 12:35

PC (PRF_PC) 7.2.0
Report Ver. 7.3.6.1

Disclosures

MEEDER

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action to Approve Board of Education Meeting Minutes

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the official record for Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The Administration asks that the Board of Education consider approval of the attached minutes.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
That the Board approve the minutes of the following meeting(s):

School Safety and Security Committee Meeting September 11, 2023 3:00 PM
Board Workshop September 11, 2023 4:00 PM
Regular Board Meeting September 11, 2023 5:00 PM
Special Board Meeting September 18, 2023 4:00 PM

Attachment: ☑

SUBMITTED BY: Natalia Goza

SUPERVISOR: Debbie C Aliseda (Sep 21, 2023 09:48 CDT)

For further information contact:
Name: Natalia Goza
Office: 956 618-6094
Email: natalie.goza@mcallenisd.net

Approved for presentation to the Board of Education:

Interim Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2023-2024

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW: Not Applicable

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2023-2024.

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Todd Miller
Sep 19, 2023

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools
Sep 19, 2023

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

LEGAL REVIEW: Not Applicable

BUDGETARY CONSIDERATIONS: Not Applicable

RECOMMENDED BOARD ACTION:

This item is for information only. No Board action required.

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Todd M Miller
Sep 19, 2023

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools
Sep 19, 2023

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 25, 2023

SUBJECT: Discussion and Possible Action on Recommendation for Position of Principal at James Nikki Rowe High School

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The position was vacant as of September 14, 2023 upon the resignation of Monica Kaufmann, Principal at James Nikki Rowe High School.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The vacancy notice was posted on September 13, 2023 and interviews held on September 22, 2023. The interview committee will make 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 on the position of Principal at James Nikki Rowe High School

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Todd M Miller
Sep 20, 2023

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Rosalba De Hoyos

Interim Superintendent of Schools
Sep 20, 2023