



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, May 13, 2024, 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. **MOMENT OF SILENCE**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT(S)**

5. **SUPERINTENDENT'S REPORT(S)**

Presenter: Dr. René Gutiérrez, Superintendent

A) Sanchez Teacher earns State Award

B) Teacher of the Year Celebration

C) Student Entrepreneur Final Pitch

6. **RECOGNITION(S)**

7. **PROCLAMATION(S)**

8. **DONATION(S)**

9. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on Interlocal Cooperation Contract No. 2025-006 Speech Language Intervention and Diagnostic Services with The University of Texas Rio Grande Valley
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instruction Services

6

Presenter: Dr. René Gutiérrez, Superintendent

B)	Discussion and Possible Action on Training Agreement No. 2025-010 Supported Transition and Road to Independence: Development and Employment for Students ("STRIDES") Training and Educational Services with South Texas College Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instruction Services Presenter: Dr. René Gutiérrez, Superintendent	11
C)	Discussion and Possible Action on Interlocal Agreement No. 2025-012 OnRamps Program 2024-2025 with the University of Texas at Austin Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instruction Services Presenter: Dr. René Gutiérrez, Superintendent	18
10. INSTRUCTION SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS		
A) Instruction Services Item(s) (Dr. Rosalba De Hoyos)		
1.	Discussion and Possible Action on Interlocal Agreement No. 2024-358 School Health and Related Services (SHARS) Program with Houston Independent School District Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instruction Services Presenter: Dr. René Gutiérrez, Superintendent	40
B) Instructional Leadership Item(s) (Jeanette Nino)		
C) Human Resources Item(s) (Lorena Garcia)		
D) Business and Operations Item(s) (Lorena Garcia)		
1.	Report Regarding the Delinquent Tax Collections for the Period of January 1, 2024 to March 31, 2024 Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	56
2.	Report Regarding Taxes Collected for the Quarter of January – March 2024 Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	62
3.	Discussion and Possible Action of the McAllen Independent School District April Budget Amendment for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024 Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	66
4.	Discussion and Possible Action on the Application for the Optional Flexible School Day Program (OFSDP) Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations	75

Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action on Request for Qualifications No. 2024-1047 Financial Advisor Services 76
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action on Request for Proposal No. 2024-1033 Workers' Compensation Insurance Self-Funded Claims 78
Administration Services & Stop Loss Insurance
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

E) Board of Trustees Item(s)

1. Approval of Board of Education Meeting Minutes 94
a) Regular Board Meeting - April 22, 2024
b) Special Board Meeting - May 6, 2024

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 Recommendation(s) for School Year 2024-2025
C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024
D) Discussion of Superintendent's Recommendation Concerning the Renewal of 2023-2024 Employee Contracts of Teachers and Other Professional Personnel for the 2024-2025 School Year - Policy DC (LEGAL)
E) Discussion of Superintendent's Recommendation Concerning the Nonrenewal of 2023-2024 Contracts of Teachers and Other Professional Personnel for the 2024-2025 School Year Policy DC (LEGAL) and Policy DFBB (LOCAL)
F) Discussion Regarding School Safety and Security
G) Pending and/or Potential Litigation
H) 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 95
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- B) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2024-2025 96
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024 97
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- D) Discussion and Possible Action of Superintendent's Recommendation Concerning the Renewal of 2023-2024 Employee Contracts of Teachers and Other Professional Personnel for the 2024-2025 School Year - Policy DC (LEGAL) 98
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- E) Discussion and Possible Action of Superintendent's Recommendation Concerning the Nonrenewal of 2023-2024 Contracts of Teachers and Other Professional Personnel for the 2024-2025 School Year Policy DC (LEGAL) and Policy DFBB (LOCAL) 99
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- F) Discussion Regarding School Safety and Security
G) Pending and/or Potential Litigation
H) Possible Real Estate Acquisition

14. SCHEDULE OF FUTURE MEETINGS

- A) Special Board Meeting (Board Reorganization) - May 20, 2024 - 5:00 PM Auditorium at McAllen High School
B) Special Board Meeting (Student Recognitions) - May 20, 2024 - 5:30 PM Auditorium at McAllen High School
C) Regular Board Meeting - Tuesday, May 28, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
D) Special Board Meeting - (Budget Workshop # 6) Wednesday, May 29, 2024 - 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 May 10, 2024 by 4:00 P.M.
Natalia Goza
on behalf of the Board of Trustees*

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: 
Maribelle Elizondo (May 6, 2024 13:44 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (May 7, 2024 10:35 CDT)

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effect **September 3, 2024 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

CONTRACTING PARTIES:

Receiving Party: McAllen Independent School District, (referred to as "MISD"), a local entity of the State of Texas.

Performing Party: The University of Texas Rio Grande Valley, (referred to as "UTRGV") an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to **provide Speech Language Intervention and Diagnostic Services (Project)**. This Contract will increase the efficiency and effectiveness of Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

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

1. Speech Language Intervention
2. Speech Language Evaluations and Re-evaluations
3. Development of Individualized Education Plans (IEP) for students in Special Education; and
4. Submit 6-week progress report to Receiving Party

UTRGV will provide speech-language intervention and diagnostic services to MISD. Services are conducted by graduate students majoring in Communication Sciences and Disorders under the direct supervision of clinical faculty/supervisors. All clinical supervisors hold the Certification of Clinical Competence (CCC) from the American Speech-Language Hearing Association (ASHA) and are licensed by the Texas Department of Licensing & Regulation (TDLR).

Evaluations - Conduct speech evaluations of students referred to as the Contractor by representatives of the Departments.

MISD will be provided services by UTRGV Communication Sciences and Disorders Speech and Hearing Center (COMD) to representatives of MISD to conduct evaluations and speech therapy (direct and indirect) of their referrals. Services shall include written progress report(s) for parents at the end of each six-week(s) grading period regarding the progress of each student receiving direct speech/language pathology services.

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 11.157, *Texas Education Code*, and [Chapter 791, Government Code](#); (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract will not exceed \$10,000.00. (ten thousand dollars)

Payment for services performed will be subject to the following set fees:

Evaluations - \$150.00 each.

Speech-Language Pathology Sessions - \$12.50 per 15-minute unit (per student).

An invoice will be sent on behalf of the Performing Party to the Receiving Party monthly.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate the Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to the Receiving Party. The Receiving Party will make payments to the Performing Party within 30 days of receipt of invoice, referencing the Principal Investigator, Sponsored Project title, and invoice number to the address listed in the Notices section below.

TERM:

The term of this Contract begins on the Effective Date and expires on **May 31, 2025**.

NOTICES:

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

If to Performing Party: University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539-2999
Attention: Michael Mueller
EVP for Fin & Bus Affairs and CFO
Email: evpfba@utrgv.edu

with copy to: University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539-2999
Attention: Alex Valdez
Chief Procurement Officer
Fax: (956) 665-2164
Email: alex.valdez@utrgv.edu

If to Receiving Party
McAllen ISD
2000 N. 23rd St.
McAllen, TX 78501
Attention: Dr. Rene Gutierrez
Email: rene.gutierrez@mcallenisd.net
Phone: (956) 618-6000

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

TERMINATION:

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

Receiving Party may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to the Performing Party.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Hidalgo County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted, and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

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

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree to acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

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

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

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

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

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

RECEIVING PARTY:

By: _____

Name: Alex Valdez

Title: Chief Procurement Officer

Date: _____

PERFORMING PARTY:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Debbie Crane Aliseda

Title: Board President

Date: _____

DEPARTMENT:

By: _____

Name: Maribelle Elizondo

Title: Executive Director of Special Education

Date: _____

LEGAL COUNSEL:

Approved as to form:


By:  _____
JOHNATHAN BALL (Apr 23, 2024 15:18 CDT)
Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: 
Maribelle Elizondo (May 6, 2024 13:45 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (May 8, 2024 15:08 CDT)

CONTRACT TRAINING AGREEMENT
South Texas College

This **Contract Training Agreement** is made and entered into as of the 1st day of April, 2024 and is by and between **SOUTH TEXAS COLLEGE (STC)**, an institution of higher education authorized by the laws and Constitution of the State of Texas, and **MCALLEN INDEPENDENT SCHOOL DISTRICT (ISD)**, a Texas public school district.

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

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

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

1. Services and Fees

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

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

2. STC’s Responsibilities and Representations

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

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

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

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

3. ISD's Responsibilities and Representations

The ISD shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC; iii) make all required payments to STC in accordance with the Texas Prompt Payment Act (Texas Govt. Code Chapter 2251); and, iv) pay 25% of the total fee to STC if the ISD cancels the Services within 30 days of the first day on which the Services were to be provided, unless the cancellation is permitted by the terms of this Agreement.

4. Default and Termination

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

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

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

d. If STC breaches its obligations under this Agreement, STC may correct or replace any of the Services or repay the portion of the compensation paid by the ISD corresponding to the non-conforming Services. STC shall not be liable to the ISD for any other damages, either special, direct, indirect, incidental, consequential or otherwise, and in no event shall the liability of STC exceed the total amount paid by the ISD under this Agreement.

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

5. Miscellaneous

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

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

c. {Intentionally Omitted}

d. As a public community college of the state of Texas, STC is immune from actions in tort, except those arising from the use and operation of a motor vehicle. ISD, a public school district, is immune from actions in tort, except those arising from the use and operation of a motor vehicle. Nothing in this Agreement shall be interpreted to constitute a waiver of this immunity by either party

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

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

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

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

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

(STC) SOUTH TEXAS COLLEGE:

MCALLEN INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Ricardo Solis,
President

By: _____
Debbie Crane Aliseda,
Board of Trustees, President

By: _____
Dr. Anahid Petrosian,
Vice President & Provost

Approved as to form:
Johnathan Ball, Staff Attorney

By: _____
Olivia de la Rosa,
Dean

By:  _____
JOHNATHAN BALL (Apr 24, 2024 15:20 CDT)

Type of Funding: *Federal* __; *CFDA* __; *State* __; *Local* __; *Private* __

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

South Texas College
Department of Continuing Education
Attn. Olivia de la Rosa, Dean
2621 W. Pecan Blvd.
McAllen, TX 78501
Phone (956) 872-3856
Fax (956) 872-6753

ATTACHMENT A
SERVICES AND COSTS

South Texas College will provide Introduction to Personal Hygiene- Hair & Nails, Intermediate Personal Hygiene- Hair & Nails, Introduction to Jewelry Making, Intermediate Jewelry Making, Introduction to Office Skills, Intermediate Office Skills, Basic Sewing, Intermediate Sewing, Introduction to Agriculture, Intermediate Agriculture, to McAllen ISD S.T.R.I.D.E.S. participants. Upon successful completion of each course, students will receive CEU's (Continuing Education Units) and a Certificate of Completion. We will also issue a Certificate of Completion for Fundamentals of Cake Decorating, Advanced Cake Decorating, Silk Floral Design I, Advanced Floral Design, Introduction to Photography, Intermediate Photography, Dining Room Service I, Dining Room Service II, ServSafe Manager I, ServSafe Manager II, Cooking Healthy I, Cooking Healthy II, Beginning Computers, Intermediate Computers which will be taught by MISD STRIDES teachers.

Program Title: McAllen ISD, S.T.R.I.D.E.S. Programs

Total No. of Hours: Fundamentals of Cake Decorating, Advanced Cake Decorating, Silk Floral Design I, Advanced Silk Floral Design, Introduction to Photography, Intermediate Photography, Basic Sewing, Intermediate Sewing, Introduction to Agriculture, Intermediate Agriculture, Dining Room Service I, Dining Room Service II, ServSafe Manager I, ServSafe Manager II, Cooking Healthy I, Cooking Healthy II, Beginning Computers, Intermediate Computers, Introduction to Personal Hygiene- (Hair & Nails), Intermediate Personal Hygiene- (Hair & Nails), Introduction to Jewelry Making, Intermediate Jewelry Making, Introduction to Office Skills, Intermediate Office Skills for 40 hours each class.

Administrator Responsible: Elias Hernandez, Program Developer/Coordinator

MISD Contact: Maribelle Elizondo, Special Education Executive Director

MISD Billing: 2185 N. Broadway Street, McAllen, TX 78501

Dates: September 2024 through May 2025

Time: TBD

Location: McAllen Independent School District

<i>Program</i>	<i>Number of Sessions</i>	<i>Min # of Students</i>	<i>Tuition</i>	<i>Supplies</i>	<i>Total per Student</i>	<i>Total per Session</i>
Basic Sewing	1	12	\$280.00	\$100.00	\$380.00	\$4,560.00
Intermediate Sewing	1	12	\$280.00	\$100.00	\$380.00	\$4,560.00
Introduction to Agriculture *	1	12	\$280.00	-	\$280.00	\$3,360.00
Intermediate Agriculture *	1	12	\$280.00	-	\$280.00	\$3,360.00
Introduction to Personal Hygiene- Hair & Nails	1	12	\$280.00	\$100	\$380.00	\$4,560.00
Intermediate Personal Hygiene- Hair & Nails	1	12	\$280.00	\$100	\$380.00	\$4,560.00
Introduction to Jewelry Making	1	12	\$280.00	\$120	\$400.00	\$4,800.00
Intermediate Jewelry Making	1	12	\$280.00	\$120	\$400.00	\$4,800.00
Introduction to Office Skills	1	12	\$280.00	-	\$280.00	\$3,360.00
Intermediate Office Skills	1	12	\$280.00	-	\$280.00	\$3,360.00
Fundamentals of Cake Decorating	1	12	\$0		\$0	\$0
Advanced Cake Decorating	1	12	\$0		\$0	\$0
Silk Floral Design I	1	12	\$0		\$0	\$0
Advanced Silk Floral Design	1	12	\$0		\$0	\$0
Introduction to Photography	1	12	\$0		\$0	\$0
Intermediate Photography	1	12	\$0		\$0	\$0
Dining Room Service I	1	12	\$0	-	\$0	\$0
Dining Room Service II	1	12	\$0	-	\$0	\$0
ServSafe Manager I	1	12	\$0		\$0	\$0
ServSafe Manager II	1	12	\$0		\$0	\$0
Cooking Healthy I	1	12	\$0		\$0	\$0
Cooking Healthy II	1	12	\$0		\$0	\$0
Beginning Computers	1	12	\$0		\$0	\$0
Intermediate Computers	1	12	\$0		\$0	\$0
GRAND TOTAL						\$41,280.00

The minimum cost per session per program shall remain as shown in the *Total per Session* column as the “Recovery of Cost” in order for STC to complete training for all remaining students. Additional students will be charged at the rate listed in the *Total per Student* column for each program.

*** McAllen ISD will provide Supplies for the Agriculture and Office Skills classes.**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

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

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (May 9, 2024 14:28 CDT)

**Interlocal Agreement
Between
The University of Texas at Austin
and
McAllen Independent School District**

FOR THE 2024-2025 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2024, is entered on the Effective Date by and between Contracting Parties on pursuant to the authority granted in and in compliance with Chapter 791 of the Texas Government Code.

Contracting Parties:

Receiving Party: McAllen Independent School District (“MISD”)
2000 N 23rd St
McAllen, TX 78501

Performing Party: The University of Texas at Austin (“UT Austin”)
OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712

WHEREAS, UT Austin and MISD are collaborating to offer high school students the opportunity to enroll in college courses while attending high school and simultaneously receive academic credits from UT Austin and their MISD high school(s).

WHEREAS, students will be able to participate in dual enrollment, distance education courses called OnRamps.

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

1. Interlocal

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

2. Nature of OnRamps

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

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

3. Fees and Payments

Enrollment Fees:

The cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for MISD will be defined on a per-student, per-course basis. The maximum 2024-2025 fee is \$56.87 per credit hour, or \$170.61 for each three-hour course, per student.

MISD is paying a subsidized rate. Subject to available funding, during the 2024-2025 school year, the fee of \$170.61 per three-hour course per student is subsidized to \$149. Enrollment cost subsidies are paid for by OnRamps and applicable state appropriations. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

UT Austin may opt into the Financial Aid for Swift Transfer program annually which allows eligible students to enroll in OnRamps courses at no cost. UT Austin will determine opt in status annually in accordance with rules stated by Texas Higher Education Coordinating Board.

The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the enrollment census date which will be determined and communicated on or before June 1, 2024, including FAST opt-in status. The course fee includes access to course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student does not earn college credit in the course.

Professional Learning and Development (PLD) Fee:

The cost of OnRamps professional learning and development will be assessed on a per-teacher basis according to the fee schedule in Exhibit C. This fee includes professional learning and development services, course materials, technology tools, and technical assistance required for implementation during the entire term of this agreement, including Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, virtual learning modules, virtual communities of practice, professional development assignments, and access to individual virtual coaching. If MISD or the MISD high school teacher joins after the conclusion of Summer PLI, the total fee is still required based upon the status of the teacher at student census.

The Professional Learning Development fee does not include lodging, transportation, or teacher substitute cost. If a PLI is held in person, a lodging fee may be charged in addition to the PLD fee.

MISD is responsible for paying within 30 days of receipt of any undisputed invoice.

All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

The University of Texas at Austin
OnRamps
2616 Wichita St, Ste 101
Mail Code: A7300
Austin, TX 78712

4. Scope of Work and Responsibilities

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

4.1 Responsibilities of OnRamps

Enrollment and Records

- A. Provide an online registration process for high school students to enroll in OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal).
- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administration, implementation, and improvement, including official reporting to UT Austin and MISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades on UT Austin transcripts for students who earn and accept college credit for the distance college course.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.

Curriculum and Instruction

- E. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume oversight of distance college courses.
- F. Deliver instructional materials via distance education. All college course-related materials will be available to the student through unique login in Canvas Learning Management System (Canvas LMS).

- G. Administer OnRamps distance college courses via a dual enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester- or year-long courses.
 - a. Semester-long and year-long course college enrollment information
 - i. Students must complete a series of required assignments and summative assessments as published in the college syllabus that are designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to earn college credit.
 - ii. Students must earn a passing grade (D- or above) on the designated portion of the course determined by the UT Austin Instructor of Record to earn college credit in the OnRamps distance college course.
 - iii. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - iv. College credits earned and accepted by students are reported to the University Registrar for official transcription.
 - v. Students who accept college credit will have an official UT Austin transcript showing the letter grade earned in the course.
- H. Provide technology and support services necessary for teaching and learning in OnRamps:
 - a. Maintain servers operated by or hosted on OnRamps's web-based Canvas LMS.
 - b. Provide access and training on the Canvas LMS for every OnRamps student to access course content and instructional experiences.
 - c. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum when that support is not provided through Canvas LMS.
 - d. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments in Rhetoric 306 and Rhetoric 309J.
 - e. Provide a student orientation module in Canvas LMS for all OnRamps courses that details OnRamps enrollment, student academic integrity, and FERPA rights.
 - f. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, credit status, and official transcript requests.
 - g. Provide information on procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Professional Development and Support

- I. Deliver professional learning to MISD teachers who implement the OnRamps course. Teachers implementing an OnRamps course are required to participate in and complete all OnRamps professional learning and development program components.

- a. 2024 Summer PLI will be delivered by OnRamps using distance education and virtual learning technologies. Summer PLI is required for all OnRamps high school teachers.
- b. Academic year PLIs will consist of two one-day PLIs for new and returning participating teachers delivered virtually during the fall and spring semesters. OnRamps may also provide optional in-person PLI sessions at pre-determined regional sites. MISD teachers are required to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
- c. Virtual conferences for implementing MISD new and returning teachers held up to eight times per year.
- d. MISD teacher participants will be credited with continuing professional education hours for the hours of documented attendance.
- J. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to MISD and its administration and high school counselors.
- K. Deliver in-person or virtual presentations and/or workshops to MISD staff and community members regarding the OnRamps program overview, implementation, and strategies for success based on advance scheduling and availability of OnRamps staff.
- L. OnRamps will hire and assign a qualified course coordinator for each course offered. The coordinator will serve as the content expert and point of contact and support for the high school teacher.
- M. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
- N. Provide virtual coaching access to each OnRamps high school teacher to support course implementation and enhance their professional practice.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as MISD high school teachers and administrators. OnRamps will provide updates through regularly identified reporting schedules to the identified MISD Main Contact and, as needed, regarding the status of OnRamps course and professional learning and development implementation, based on regular review of data, including communication with the OnRamps MISD high school teacher(s) and student performance and engagement data.
 - a. OnRamps staff will inform MISD administration of any serious concerns regarding MISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If MISD implementation of the OnRamps course is deemed unsatisfactory, OnRamps reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
 - b. A MISD high school teacher deemed by OnRamps to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with OnRamps expectations and be provided individual coaching and support as available through the course staff, OnRamps

PLIs, a virtual community of practice, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement in OnRamps' sole discretion, OnRamps will notify MISD, who will use its best efforts to identify an alternate high school teacher, and MISD will work with OnRamps to continue implementation of the course with the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.

- c. Should OnRamps deem an OnRamps MISD high school teacher as not compatible with or not in the best interest of the OnRamps in OnRamps' sole discretion, OnRamps will notify MISD who will work with OnRamps to continue the course through an alternate teacher.
- d. Any person performing Services under this Agreement on behalf of OnRamps must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of OnRamps must inform the MISD district contact.

Extended Student Absences [subject to MISD policies]

- P. In a case where a student is removed from their home campus and assigned to an alternative campus the MISD point of contact, campus principal and/or the high school teacher of the campus must notify the OnRamps Associate Director for Partnerships or the OnRamps help desk known as "OnRamps Support". Information needs to include the length of the placement to determine if the student will continue in the enrolled OnRamps course. If the alternative placement is longer than seven (7) school days, then the following is required:
 - a. The administrator, OnRamps MISD high school teacher, and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
 - i. If this occurs prior to the identified course census date, then the MISD will not be invoiced for this student.
 - ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in Economics, History, or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking Economics, History, or Rhetoric in the fall, the student will have the opportunity to enroll in Economics, History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.

- Q. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the MISD point of contact, campus principal and/or the high school instructor must notify the OnRamps Associate Director of Partnerships or OnRamps Support immediately to determine if eligibility for enrollment may continue, which decision will be made by OnRamps on its sole discretion.

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

- A. Implement one or more OnRamps courses.
- a. Assign a(n) MISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for MISD administration with OnRamps staff.
 - i. This MISD contact will provide up-to-date contact information for MISD and its campus administration. In the event there is a change in administration at MISD or at its campuses, the MISD contact will update the OnRamps Portal.
 - b. OnRamps syllabi and course content may not be used to satisfy the requirements for third party evaluation, including AP curriculum.
 - c. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identities, the UT Austin Department of Rhetoric and Writing:
 - i. Prohibits the OnRamps courses from being offered as an AP English course.
 - ii. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternatively, a teacher may have 60 students distributed in three (3) or more sections. With approval, the cap of 60 students may be exceeded in exceptional circumstances at OnRamps' sole discretion.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), consistent with MISD policies.
- a. Minimum requirements for all OnRamps MISD high school teachers include:
 - i. Bachelor's degree in the discipline or a related field.
 - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
 - iii. Completed annual OnRamps teacher application.
 - iv. Obtain a UT EID in order to access Canvas LMS, the OnRamps Portal, and other systems required for implementation of OnRamps. OnRamps will provide the designated OnRamps teacher privileged access to student information and other systems through the UT EID. OnRamps may suspend, terminate, or revoke OnRamps teacher access to its systems through the EID affiliation at OnRamps sole discretion. The EID affiliation with OnRamps will be revoked if this agreement is terminated or if an OnRamps MISD high school teacher can no longer complete the course.
 - v. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of FERPA training module provided by OnRamps. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of

Summer PLI. MISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required self-directed or Summer PLI tasks may not be eligible to implement an OnRamps course. The decision to admit or deny such teacher and any accompanying conditions will be determined by the Associate Director of Instructional Innovation and Implementation and Managing Director at their discretion.

- vi. Attendance and successful completion of Summer PLI, all required academic year PLIs, monthly virtual conferences or virtual learning modules, and professional development assignments.
 - 1. OnRamps MISD high school teachers must participate in the entire Summer PLI and complete all assigned work including pre-, during, and post-PLI.
 - 2. MISD teachers are required to participate in and fully complete both academic year PLIs in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI will provide up to eight hours of continuing professional education hours.
 - 3. Completion of the minimum requirements and number of virtual coaching uploads over the course of the academic year as described in the Instructor Handbook is required.
- vii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
- viii. Adhere to guidelines regarding OnRamps course content intellectual property. MISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
- ix. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS or designated platforms as specified in the OnRamps Technology Manual.
- b. Additional requirements for OnRamps returning MISD teachers include:
 - i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
- C. Ensure OnRamps MISD high school teachers and students have the necessary resources to implement OnRamps with fidelity, including, but not limited to:
 - a. Access to the OnRamps Portal and Canvas LMS. Participating MISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
 - b. Access to computer, internet, and URLs in approved allow lists, as specified by OnRamps, and adhere to requirements outlined in the most recent OnRamps Technology Manual.
 - c. Scheduled access to technology that meets the specifications defined by OnRamps for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).

- d. Graphing calculators or graphing calculator functions as specified in the most recent OnRamps Technology Manual.
 - e. Audio/visual projection and/or whiteboard.
 - f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
 - g. Required lab materials for BIO 106M, CH 104M, CH 104N, GEO302E, and PHY 102M.
 - h. The Biology and Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps MISD high school teachers implement OnRamps with fidelity, including the following requirements:
- a. Adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
 - b. Ensure students complete the OnRamps registration process and student orientation, including creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.
 - c. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - d. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
 - e. Participate in professional learning and development activities, including Summer PLI, academic year PLIs, video conferences, virtual learning modules, virtual communities of practices and uploads of classroom video, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the academic year PLIs, MISD agrees to pay the cost of substitute teachers for the days the teacher will attend the academic year PLIs.
 - f. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
 - g. Notify OnRamps of MISD high school teacher absences that exceed four or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- E. Ensure students register for OnRamps courses to meet OnRamps requirements, including:
- a. Recruit and approve students to participate in OnRamps courses.
 - b. Ensure students enrolled in OnRamps meet the minimum academic requirements for each course as shown in Exhibit A.
 - c. Ensure students complete the OnRamps registration process and student orientation, which includes creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.

- i. When a student enrolls in an OnRamps course past the census date, OnRamps will determine whether the student may enroll for the possibility of earning college credit based on the district's start date and a course-specific event-based deadline. If OnRamps determines that the student will be enrolled for high school credit only, the student will have access to course technology, but the student's enrollment will not be included in invoicing or reporting, and the student's enrollment will be indicated as High School Only in the OnRamps Portal.
 - d. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
- F. Ensure accuracy of OnRamps student information, including:
 - a. Ensure student rosters accurately reflect students enrolled in OnRamps courses on the OnRamps census dates in fall and spring.
 - b. Submit student state IDs in accordance with communicated timeline.
 - c. Submit high school grades in accordance with the data sharing agreement schedule.
- G. Any person performing Services under this Agreement on behalf of MISD must be actively employed or eligible for employment by MISD and may not be on administrative leave. MISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If MISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the OnRamps program, must inform OnRamps within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

- A. MISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of the selected synchronous Summer PLI session. Late registration will be accommodated at the discretion of the Associate Director of Instructional Innovation and Implementation or Managing Director.
- B. New OnRamps MISD high school teachers must complete all components of Summer PLI including prerequisite self-directed modules, synchronous sessions, and compliance modules. New OnRamps high school teachers are defined as those who are implementing an OnRamps course for the first time or for the first time after more than one year of absence.
 - a. The MISD teacher assigned to the course **must** successfully complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
- C. Cancellation policy:

- a. All high school teachers must cancel their registration in writing at least one week prior to any in-person PLI or will pay 100% of fees for room/board and meals for which those charges apply, if applicable. MISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting and will pay such invoices within thirty (30) days.
 - b. If a high school teacher registers for Summer PLI and is unable to attend, the teacher must communicate this change to the OnRamps Professional Learning and Development team via OnRamps Support in writing at least one week prior to the start of Summer PLI. The district contact may coordinate with OnRamps to identify an appropriate replacement. Fees will be assessed based on teachers who complete Summer PLI.
 - c. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps MISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated by OnRamps on a case-by-case basis.
- D. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, MISD will be:
- a. Charged the full fee based on whether they are new or returning, for Summer PLI.
 - b. All materials provided to MISD for the course must be returned to OnRamps within 30 days.

6. Educational Records and Data Sharing

- A. MISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of OnRamps consistent with FERPA, as well as applicable UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide OnRamps and related services to MISD and for MISD's accountability reporting purposes, OnRamps requires specific student information from MISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support OnRamps.
- B. Following UT Austin's Institutional Review Board standards and policy, as applicable, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with OnRamps for the purpose of understanding outcomes and OnRamps improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and MISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student accommodations under IDEA and/or Section 504; 3) to facilitate early intervention and support student success; 4) pertaining to whether college credit is earned, accepted, and/or declined; 5) to facilitate accurate recordkeeping; and 6) to address academic integrity issues. If either party obtains access to MISD and/or UT

Austin records or record systems protected under FERPA, each party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to OnRamps will be granted access consistent with FERPA.

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

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

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.).

8. Indemnity

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

9. Term and Termination

This Agreement is effective on June 1, 2024, no matter the date fully executed by both Parties and covers a period beginning June 1, 2024 and ending August 31, 2025. This Agreement cannot be renewed or extended.

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

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

10. Ownership of Intellectual Property

UT Austin and OnRamps shall solely own all intellectual property rights in or relating to OnRamps, including all written materials, study guides, course materials, syllabi, and assessments prepared under OnRamps (“Materials”). Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, or works of authorship fixed in a medium of expression of any kind whether or not patentable, copyrightable, or eligible for registration as a trademark, as well as applications for any such rights. There are no implied licenses; MISD agrees and understands that it may not copy, modify, share, distribute, or display any Materials without the prior written permission of UT Austin and OnRamps.

11. Contractual Relationship

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

12. Notice to Parties

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

MISD at:

McAllen Independent School District
2000 N 23rd St
McAllen, TX 78501

UT Austin at:

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

With a copy to:

OnRamps
2616 Wichita St, Ste 101
Mail Code: A7300
Austin, TX 78712
Email: sp.contracts@austin.utexas.edu

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

13. Venue; Governing Law

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

14. Mutual Negotiation

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

15. Amendment and Assignment

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

16. Entire Agreement; Modifications

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

17. State Auditor's Office

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

18. Severability

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

19. Survival

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

20. Cybersecurity Training Program

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

21. Access by Individuals with Disabilities

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

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

22. Payment of Debt or Delinquency to the State

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

23. Signatory Representations

Receiving Party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Receiving Party has been duly authorized to act for and bind Receiving Party.

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

Receiving Party
McAllen Independent School District

Performing Party
The University of Texas at Austin

Signature: _____

Signature: _____

Name: Debbie Crane Aliseda

Name: _____

Title: Board President

Title: _____

Date: _____

Date: _____

Approved as to form:


by: 
[JOHNATHAN BALL](#) (May 8, 2024 13:04 CDT)
Johnathan Ball, Staff Attorney

Exhibit A
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundations of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introductory Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 106M	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Computer Science: Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Introduction to Economics	ECO 304K	ECON 2302	080	-	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

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

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
McAllen Independent School District
AND
ONRAMPS
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, McAllen Independent School District agrees to provide individual student-level data to OnRamps at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. MISD hereby appoints OnRamps as a legitimate educational official of MISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, OnRamps hereby appoints MISD as a legitimate educational official of OnRamps in accordance with FERPA. OnRamps agrees to provide individual student-level data to MISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2025 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

MISD Designee for Student Data and OnRamps will coordinate data exchange for all OnRamps participants for the 2024-2025 academic year, as follows:

Responsible Party	Time Period	Type of Data
OnRamps	August 2024 – July 2025	<p>Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the district portal will be limited to pre-identified campus and MISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> • Course enrollments • Interim Course Performance • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade

		<ul style="list-style-type: none"> • Student qualifying status for OnRamps reduced course enrollment fee • Student qualifying status for accommodations under IDEA or Section 504 • Student orientation completion status
MISD	September 2024 – May 2025	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs.</p> <p>MISD will provide Student State IDs for all enrolled students.</p> <p>Based on the Student State IDs, the Texas Education Agency (TEA) identifies students who are eligible for a) free or reduced-price meals or b) other economic disadvantage criteria based on PEIMS data (codes 01, 02, or 99). OnRamps then applies the reduced enrollment fee to these students' enrollments.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)
MISD	May 2025 – July 2025	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

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

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

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

UT Austin will return to MISD and/or destroy all personally identifiable data when the study is complete.

3. Information shared with TEA

- Rosters of individual students, including student state ID, for all students enrolled in an OnRamps course at fall or spring census to determine student eligibility for reduced course fee, AND
- Rosters of individual students, including student state ID, for students who complete an OnRamps course for the purpose of calculating state accountability and other required state performance reporting and metrics.

4. Information shared with THECB

- Rosters of individual students, including student state ID, for all students enrolled in an OnRamps course at fall or spring census to determine student eligibility for Financial Aid for Swift Transfer (FAST).

Exhibit C
OnRamps Teacher Professional Learning and Development Fee Schedule

Pursuant to Section 3.0, the following per-teacher fee will be assessed at the conclusion of Summer PLI. A professional learning and development fee will be assessed for teachers who are implementing one or more OnRamps courses at the time of student census but did not attend Summer PLI and for whom no prior fee was assessed. Individual situations not described below will be evaluated on a case-by-case basis.

OnRamps teachers may only implement a maximum of two 3-hour courses.

OnRamps teacher professional learning and development fees will be evaluated on an annual basis.

Instructor Status	Year Instructor First Implemented OnRamps Course(s)	Number of Courses Implemented in AY 2024-2025	PLI Fee Assessed for Instructor
New Instructor	2024-2025	One	\$850
Returning Instructor	2023-2024 or prior with no gap years	One	\$550
New Instructor for one course; Returning Instructor for one course	One course in 2024-2025; One course in 2023-2024 or prior with no gap years	Two	\$850
Returning Instructor for two courses	Two courses in 2023-2024 or prior with no gap years	Two	\$550

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: 
Maribelle Elizondo (May 9, 2024 10:08 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (May 9, 2024 16:48 CDT)
40
Superintendent of Schools

**INTERLOCAL AGREEMENT
BETWEEN
HOUSTON INDEPENDENT SCHOOL DISTRICT
AND
MCALLEN INDEPENDENT SCHOOL DISTRICT
REGARDING
SCHOOL HEALTH AND RELATED SERVICES (SHARS) PROGRAM**

- I. **GENERAL:** An Interlocal Agreement (Agreement) is one of the six procurement methods allowed under Section 44.031, of the Texas Education Code. This Agreement is entered into by and between Houston Independent School District hereafter referred to as “HISD” and MCALLEN INDEPENDENT SCHOOL DISTRICT hereafter referred to as “MISD” or “client district” as the contracting parties, pursuant to Chapter 791, Texas Government Code, as amended. In consideration of the provisions, covenants and mutual responsibilities herein expressed, the parties hereto enter into this Agreement as follows:

- II. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all purposes incident to this Agreement shall lie in Harris County, Texas.

- III. **PURPOSE:** The purpose of this Agreement is for the HISD to manage and provide Medicaid Billing and Claiming Services for the MISD’s School Health and Related Services (SHARS) Program. These services to be offered by HISD to MISD, and the duties and responsibilities of MISD, are described in “**EXHIBIT A: ROLES AND RESPONSIBILITIES**” section of this Agreement. The services of HISD are defined and limited to the claiming for Medicaid reimbursement of the SHARS program activities and associated costs.

- IV. **TERM AND TERMINATION:** This Agreement shall commence on **05/27/2024** and shall remain in effect until **05/26/2025** and this Agreement will be automatically renewed annually for three (3) consecutive years after the completion of the above term, except with 60 days advance written notice of termination by either party in accordance with this Agreement.

Either party may terminate this Agreement at any time without cause upon sixty (60) days advanced written notice to the other party. In the event of termination by either party, each party will cooperate with the other party to facilitate the turnover of materials and records as needed to assure continued support or on-going operations. Any rights each party has to receive revenues from Medicaid reimbursements shall survive termination of this Agreement to the extent that such revenues were completely earned for SHARS claims billed and/or for consulting services provided prior to the effective date of the termination of the Agreement.

- V. **DATA AND PROPRIETARY RIGHTS:** HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements, and all related materials originated and/or developed by HISD personnel. HISD will own all proprietary rights to all SHARS program billing records, documents, and proprietary or confidential information and/or trade secrets developed, created and/or originated by HISD prior to the commencement of this Agreement, or by HISD and MISD during the continuation of this Agreement. Upon termination of this Agreement according to provisions in Section IV above, the MISD shall make available to the HISD and turn over at HISD’s request, all SHARS program billing records, documents, and proprietary information received from the HISD.

Interlocal Agreement Between Houston ISD and MCALLEN INDEPENDENT SCHOOL DISTRICT
re. SHARS Program

- VI. **RECORDS, DOCUMENTS, AND CONFIDENTIALITY:** The MISD acknowledges and agrees not to disclose to any nonparty to this Agreement, other than as required to implement the terms of this Agreement, any SHARS records, documents, proprietary information, reports, operating information, financial data, or other business information, relating to the other parties without written permission from an HISD official, except as otherwise provided by the Texas Public Information Act or other applicable law.
- VII. **CONFIDENTIAL AND PROPRIETARY INFORMATION:** The parties may provide technical information and expertise to each other that is either: **(1)** marked as being confidential or, **(2)** if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential (“Confidential Information”). The receiving party shall for a period of five (5) years from the date of disclosure **(i)** hold the disclosing party’s Confidential Information in strict confidence, and **(ii)**, except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party’s Confidential Information to anyone other than the receiving party’s employees on a need-to-know basis, and **(iii)** use the disclosing party’s Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply: **(a)** to any portion of a party’s publicly known information through no wrongful act or omission on the part of the receiving party; **(b)** to any such information that is already known to the receiving party at the time of the disclosure without similar non-disclosure obligations; **(c)** to any such information that is rightfully received by the receiving party from a third party without similar non-disclosure obligations; **(d)** to any such information that is approved for release by written authorization of the disclosing party; or **(e)** to any such information that is required to be disclosed by order of a court or government body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.
- VIII. **SHARS REVENUE:** SHARS revenue shall mean the following: **(1)** the gross Federal Share of the SHARS program’s reimbursements before the allocation of gross Federal reimbursements between the State of Texas and the MISD, and **(2)** cash and any credits received by the State of Texas on the behalf of or for the MISD’s benefit as a direct result of participating in the SHARS program.
- IX. **COMPENSATION FOR SERVICES** HISD shall be compensated by the MISD in amounts based on the fee schedule listed in “**Exhibit B**” attached hereto and made a part of this Agreement.

HISD shall be entitled to payment for all current and retroactive claims successfully completed and for which SHARS revenue has been received by the MISD. HISD shall send MISD a monthly invoice of fees due to HISD and each invoice will be due and payable to HISD within 30 days of receipt of said invoice. Any error or disputed amount in an invoice submitted for payment by HISD shall be handled in accordance with the Prompt Pay Act (Chapter 2251 of the Texas Government Code), including Section 2251.402, and MISD’s failure to comply with the provisions of the Prompt Pay Act shall constitute a waiver of any error or disputed amount in an invoice.

SHARS revenue for claims filed retroactively in accordance with regulatory Medicaid

Interlocal Agreement Between Houston ISD and MCALLEN INDEPENDENT SCHOOL DISTRICT
re. SHARS Program

guidelines in the Texas Medicaid Plan will be due and payable based on the current schedule listed in “**Exhibit B**” of this Agreement. The basis for claims filed retroactively is described in “**Exhibit C**” of this Agreement, which is made a part hereof. All invoices shall include appropriate documentation to support the payment. Upon termination of this Agreement, HISD shall be entitled to payment for all SHARS revenue for claims successfully transmitted to Texas Medicaid and Healthcare Partnership/Medicaid to date of termination, and as payment is received by MISD.

In the event that any federal and/or state agency shall demand return of any payments for claims remitted on behalf of MISD, including applicable interest, penalties, or charges related to such claims, MISD shall be responsible for reimbursement of all such amounts; in no event shall HISD refund any payments made by MISD to HISD under this Agreement.

In the unforeseen event that HISD must incur substantial increases in cost for personnel and/or material to keep in compliance with new Medicaid regulations, the parties to this Agreement mutually agree to negotiate a reasonable increase in fees or costs that would be incurred by the HISD to maintain Medicaid compliance.

Both Parties, in the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party.

X. EVENTS OF DEFAULT: Upon the occurrence of an Event of Default (as hereafter defined) by either party to this Agreement, the non-defaulting party may terminate this Agreement effective thirty (30) days from the date of written notice to the defaulting party. Each of the following events constitutes an Event of Default:

- A. MISD fails to make any payments to HISD on or before the due date and fails to cure this delinquency within thirty (30) days of notice of such delinquency from HISD;
- B. MISD fails to perform or observe any other duty or obligation to be performed or observed by it under this Agreement, and such failure shall continue for thirty (30) days after written notice thereof from HISD to the MISD, or
- C. HISD fails to perform any of its duties hereunder, and such failure shall continue for thirty (30) days after written notice of such failure sent by the MISD to HISD.

XI. CONFIDENTIALITY OF STUDENT CLINICAL OR MEDICAL DATA MISD shall not, during or subsequent to the term of this Agreement, directly or indirectly disclose confidential information or clinical data of students from MISD to anyone other than an employee of the MISD, who requires such information to perform hereunder, or an employee of HISD, except as otherwise may be required by the terms of the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), or pursuant to subpoena or court order.

Interlocal Agreement Between Houston ISD and MCALLEN INDEPENDENT SCHOOL DISTRICT
re. SHARS Program

HISD shall not, during or subsequent to the term of this Agreement, directly or indirectly disclose confidential information or clinical data of students from the MISD to anyone other than an employee or agent of HISD who requires such information to perform hereunder, or as required in order to perform the claims Submission process, except as otherwise may be required by the terms of the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), or pursuant to subpoena or court order.

No information shall be deemed confidential unless designated as such in writing by the party asserting such confidential nature, or unless designated as confidential by law under any of the aforementioned statutes or other applicable laws, rules, or regulations.

- XII. CUSTOMER SUPPORT:** HISD will provide comprehensive client support services including the handling of all incoming client district calls during normal HISD business hours regarding the SHARS program or HISD client services related to SHARS reimbursement.

Upon mutual execution of this Agreement, HISD agrees, within 15 business days, to begin formal training and/or orientation with MISD on the finance and program processes and/or procedures of this SHARS program.

- XIII. IMMUNITY AND DISCLAIMER:** HISD does not waive or relinquish any immunity or defense on behalf of itself, and its trustees, officers, employees (paid or volunteer) and agents all in both their individual and official capacities, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

The Parties expressly agree that HISD has made no warranties whatsoever, express, or implied, regarding the accuracy, dependability, or viability of the data or the SHARS program or any products related to the SHARS reimbursement process.

HISD hereby expressly disclaims, and the MISD expressly agrees to such disclaimer, of any and all express and implied warranties with regard to the SHARS program and/or services provided by HISD under this Agreement, including, without limitation, any implied warranties of merchantability or fitness.

In no event shall HISD be liable for any loss, inconvenience, claims or damages, including without limitation, any damages for loss of business profits, business interruption, loss of any actual or potential SHARS revenue or reimbursements, or claims for reimbursement, or any other direct or indirect claims or causes of action, resulting from or arising out of this Agreement and the obligations herein.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against HISD.

Interlocal Agreement Between Houston ISD and MCALLEN INDEPENDENT SCHOOL DISTRICT
re. SHARS Program

- XIV. ERRORS AND OMISSIONS:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this agreement, provided such errors and omissions are reported as soon after discovery as possible.
- XV. SOLICITATION:** During the term of this Agreement, and for a period of one year thereafter, neither MISD nor HISD will solicit for employment, in areas related to Medicaid programs, any employees of the other party or its affiliates who directly participated in the work being performed hereunder.
- XVI. NO ASSIGNMENT:** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
- XVII. SECTION HEADINGS:** The heading of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- XVIII. NOTICE:** Any notice required to be given under the provisions of the Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Houston Independent School District

Attn: F. Mike Miles
Superintendent of Schools
4400 West 18th Street
Houston, Texas 77092

Copy to:

Attn: Dr. James Terry
Chief Finance and
Operations Officer
4400 West 18th Street
Houston, Texas 77092

To: MCALLEN INDEPENDENT SCHOOL DISTRICT

Attn: Iris Luna
Chief Financial Officer
2000 N. 23RD Street
McAllen, Texas 78501

Interlocal Agreement Between Houston ISD and MCALLEN INDEPENDENT SCHOOL DISTRICT
re. SHARS Program

XIX. MISCELLANEOUS: This Agreement and Exhibits A-E attached hereto and incorporated herein shall constitute the complete understanding of HISD and MISD relative to the purpose of this Agreement and supersedes any other representatives, agreements, arrangements, negotiations, understandings, oral or written, between the parties to this Agreement and may not be modified in any manner without the express written consent of both parties.

If any portion of this Agreement shall be declared or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect. All exhibits attached hereto are expressly made a part of this Agreement.

Neither HISD nor client district shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, pandemic, other catastrophes, or any other occurrences which are reasonably beyond HISD or client district. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated on grounds unrelated to force majeure. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HISD and client district shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event client district's performance of its obligations under this Agreement is delayed or stopped by a force majeure event for longer than ninety (90) days, HISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HISD's or client district's contractual, legal, or equitable rights.

Except as otherwise expressly stated herein, no failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

Client district agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

In WITNESS WHEREOF, the parties hereto (who, by signing below represent and acknowledge they have legal authority to bind their respective governmental entity) have caused this Agreement to be duly executed as of the date(s) set forth herein.

Interlocal Agreement Between Houston ISD and MCALLEN INDEPENDENT SCHOOL DISTRICT
re. SHARS Program

[SIGNATURE PAGE TO FOLLOW]

Interlocal Agreement Between Houston ISD and MCALLEN INDEPENDENT SCHOOL DISTRICT
re. SHARS Program

**MCALLEN INDEPENDENT
SCHOOL DISTRICT**

**HOUSTON INDEPENDENT
SCHOOL DISTRICT**

By: _____
Debbie Crane Aliseda Date
Board President

By: Not Required _____ Date
F. Mike Miles
Superintendent of Schools

**APPROVED AS TO FUNDING/
BUSINESS TERMS**


**APPROVED AS TO FUNDING/
BUSINESS TERMS**

By: _____ Date

By: _____ Date
James Terry, Ph.D, CPA, RTSBA
Chief Finance and Operations
Officer

APPROVED AS TO FORM

APPROVED AS TO FORM

By:  _____ Date
[JOHNATHAN BALL \(May 8, 2024 13:05 CDT\)](#)
Johnathan Ball, Attorney
Legal Counsel

By: _____ Date
Catosha Woods
General Counsel

E8109

EXHIBIT "A"
ROLES AND RESPONSIBILITIES

HOUSTON ISD/BILLING AGENT

- 1) Assist the client district in obtaining a Medicaid Provider Identification Number.
- 2) Assist the client district in executing a provider contract as required by TMHP to file electronic claims.
- 3) Verify student eligibility for each claim submitted (**HISD pays for and maintains a direct-line access to the State Medicaid eligibility mainframe on behalf of all its school districts**).
- 4) Provide the client district with pre-printed or on-line SHARS service tickets generated from the client district's Medicaid eligible student list.
- 5) Process all required data to create and maintain student, clinician/therapist, and service files.
- 6) Process each SHARS claim generated by the client district's clinician or health care providers documenting each SHARS service provided to Medicaid eligible students.
- 7) Submit SHARS claim data to TMHP/Medicaid for SHARS reimbursement utilizing HISD billing software for electronic claims submission for which Medicaid reimbursement will be sought.
- 8) Provide the client district with support services for Claims Tracking for the client district's use in tracking monthly service tickets for SHARS Medicaid eligible students.
- 9) Issue monthly invoice for services provided to client district that discloses claims successfully processed, submitted, and subsequently paid by TMHP/Medicaid.
- 10) Maintain billing records including site storage for data stored at HISD.
- 11) Generate quarterly reports, which show: **(1)** SHARS revenue billed to date, and **(2)** SHARS revenue received to date.
- 12) Provide access to applicable documentation and records required by federal and state laws, rules and regulations, and guidelines for Medicaid or other governmental compliance.
- 13) Provide support with the Center for Medicare and Medicaid Services (CMS), Texas Health and Human Services Commission (THHSC), and Texas Education Agency (TEA) audits.
- 14) Provide client support Hot Line with free 1-800 long distance access during normal HISD business hours.
- 15) Monitor compliance with changing federal and state Medicaid laws.
- 16) Assist client district with the quarterly submission of the "Certification of Expended State Funds Letter" as required by CMS and THHSC.

MISD / CLIENT DISTRICT

- 1) Designate contact person(s) or coordinator to officially communicate and maintain on-going contact with the HISD
- 2) Obtain a Medicaid Provider Identification Number.
- 3) Execute a provider contract as required by TMHP to file electronic claims.
- 4) Authorize HISD to act as billing agent by executing **Billing Service Authorization** per **“Exhibit D”** of this Agreement.
- 5) Submit a listing, and/or data base of all of MISD’s special education students for HISD to determine SHARS Medicaid eligibility, and update list as required by HISD.
- 6) Submit copies of monthly SHARS service tickets to HISD for claims processing and submission.
- 7) Maintain source documentation for a period of seven (7) years on services for which SHARS claims were filed.
- 8) Warrant to the best of the knowledge of the client district, its agents, officers, and employees, the accuracy, reliability, and completeness of any and all information submitted to HISD.
- 9) Pay monthly invoices received from HISD for SHARS revenue received and services provided to MISD in accordance with the **Current Fee Schedule** in **“Exhibit B”** of this Agreement.
- 10) Require clinicians and SHARS service providers to complete monthly pre-printed SHARS Service Tickets for monthly processing and claims submission for Medicaid reimbursement.
- 11) Authorize HISD as billing agent, by executing Release of Information as per **“Exhibit E”** to obtain a copy of the client district quarterly **“Certification of Expended State Funds Letter”** from TMHP.
- 12) Maintain documentation related to certifications, licensures, etc. of all staff/service providers for whose services client district is seeking SHARS reimbursement.
- 13) Maintain individual education programs (IEPs) within the school-based Medicaid program guidelines for all services for which client district is seeking SHARS reimbursement.
- 14) Maintain necessary paperwork related to all Medicaid-required referrals, orders, and/or recommendations for services for which the client district is seeking SHARS reimbursement.
- 15) Maintain attendance records.
- 16) Maintain actual cost data for covered services.
- 17) Provide other information and services as requested by HISD in order to successfully complete the SHARS claim process.

EXHIBIT "B"
FEE SCHEDULE

**HISD SERVICE FEE SCHEDULE
MCALLEN INDEPENDENT SCHOOL DISTRICT
ELECTRONIC CLAIM SUBMISSION**

CONSULTING FEE SCHEDULE		
Option 3: Annual Flat Fee	\$35,000.00	Payable annually on June 1st of each year.
TECHNOLOGY INFRASTRUCTURE FEE	\$1,200	Payable annually October 1st

PLEASE NOTE:

- 1) Service fee will only apply to PAID CLAIMS that generated SHARS revenue.
- 2) Annual Technology Fee will be invoiced and payable on **October 1st** of each year.
- 3) Contract renewals will be effective **May 27th** of each consecutive year.

EXHIBIT "C"
RETROACTIVE CLAIMS

For retroactive claims submitted during the period designated in the Texas Medicaid Plan, HISD shall be entitled to payment only for claims successfully completed and for which SHARS revenue has been received by the MISD during the term of this Agreement. Billings by HISD under this Agreement shall be due and payable only for claims for which MISD has received reimbursement(s). Fees due and payable will be based on the fee schedule in "**Exhibit B**" of this Agreement. These terms apply only to the retroactive claim filing period as designated by the Texas Health and Human Services Commission (THHSC) and do not impact claims incurred during the current academic year.

EXHIBIT "D"
BILLING SERVICE AUTHORIZATION

This form authorizes the Houston Independent School District through its billing software service to act on the behalf of MISD in meeting the requirements authorized in the following paragraphs, when submitting Medicaid claims on behalf of MISD.

This is also to certify that information appearing on billings submitted by MISD for the Texas Medical Assistance Program is and will be true, accurate and complete. MISD understands that payment of any Texas Medical Assistance Program claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws. These certifications are made in accordance with requirements found at 42 Code Federal Regulations 455.18 and 455.19.

MISD also certifies that the items billed to the Texas Medical Assistance Program are and will be for services that have been and will be provided by MISD, and in cases of physician services, the services, supplies, or other items billed have been and will be medically necessary for the diagnosis or treatment of the condition of the patients, and are provided without regard to race, color, sex, national origin, age, or handicap.

Additionally, MISD agrees to keep such records as are necessary to disclose fully the extent of services provided to individuals under the Texas Medical Assistance Program and to furnish and provide access to information regarding any payment claimed for providing such services as the State Agency, Attorney General's Office, and Department of Health and Human Services (HHS) Office may request for seven (7) years from date of service, or until any dispute is settled, whichever occurs first.

MISD agrees to accept the amounts paid by the Medicaid program as full payment for the services rendered for which a Medicaid benefit is provided under the Texas Medical Assistance Program.

Interlocal Agreement Between Houston ISD and MCALLEN INDEPENDENT SCHOOL DISTRICT
re. SHARS Program

This form, to be retained in HISD files, bears MISD's original authorized signature:

NPI # 1821215807

Medicaid Provider Number

**MCALLEN INDEPENDENT SCHOOL
DISTRICT**

Provider (District Name)

2000 N. 23rd Street

P.O. Box / Street

McAllen, TX 78501

City/State/Zip

Debbie Crane Aliseda

Name of Authorized Representative

Authorized Signature

Board President

Title

Date

EXHIBIT "E"

RELEASE OF INFORMATION

MCALLEN INDEPENDENT SCHOOL DISTRICT authorizes HISD, as billing agent, to obtain a copy of the quarterly "**Certification of Expended State Funds Letter**" from the Texas Medicaid and Healthcare Partnership (TMHP) at the time it is sent to the district.

EXECUTED ON: _____

Authorized Signature

Debbie Crane Aliseda
Printed Name

Board President
Title

Date

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (May 2, 2024 14:43 CDT)


McALLEN INDEPENDENT SCHOOL DISTRICT

Mc⁺ALLEN ISD

DELINQUENT TAX COLLECTION REPORT

MAY 13, 2024



1512 SOUTH LONE STAR WAY, EDINBURG, TEXAS 78539  TEL. (956) 383-4500

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

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

May 13, 2024

Mrs. Debbie Crane-Aliseda, President
Mr. Sam Saldivar Jr., Vice – President
Ms. Sofia M. Peña, Secretary
Ms. Erica de la Garza-Lopez, Trustee
Ms. Elizabeth “Lizzie” Kittleman, Trustee
Ms. Lucia Regalado, Trustee
Mr. Aaron D. Rivera, Trustee
Dr. René Gutiérrez, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501

RE: Delinquent Tax Collections for the period of January 01, 2024 through March 31, 2024

Dear Dr. Gutiérrez and Board of Trustees:

The Linebarger Goggan Blair & Sampson, LLP Report highlights our delinquent ad valorem tax collection program on behalf of the McAllen Independent School District. Our collection results, as noted herein, continue to be successful for the McAllen Independent School District.

Please know that we truly appreciate the opportunity to represent the McAllen Independent School District on all delinquent ad valorem tax matters. As always, we will continue to provide the McAllen Independent School District with quality representation, consistent results, and an ample experienced staff of attorneys, legal assistants and a certified tax assessor collector dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,



Kelly R. Salazar
Capital Partner

Our delinquent tax collection program for the McAllen Independent School District continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to the McAllen Independent School District and to only use the tool of litigation as a final option. We listen and continually adapt to your changing needs to ensure that we are providing the best possible service and deliver customized collection programs that yield the best possible results. The following information is an overview of our collections efforts during this reporting period.


MAILINGS

Our extensive mailing program is designed to advise people who have not paid their delinquent taxes to McAllen Independent School District. During the course of the fiscal year, we send delinquent notices, with varying degrees of intensity to every delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

2 Demand Mailing – 2,362 Statements Mailed


CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to the McAllen Independent School District and its residents. Equipped with multi-skilled representatives, we create and manage flexible payment plans for taxpayers experiencing any financial hardship.



872
Phone Calls



120
Pay Off Requests



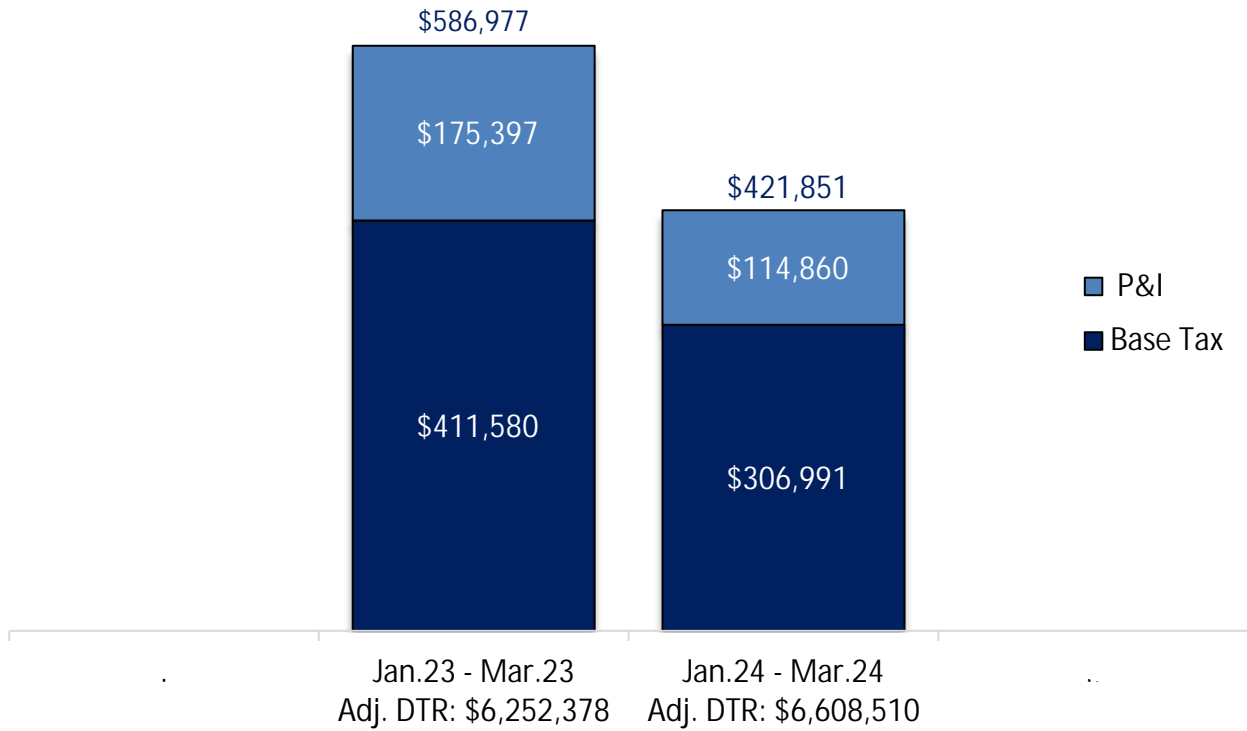
37
On-Site Visits


LITIGATION

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties, including all lien holders, are identified and served with notice of the lawsuit.

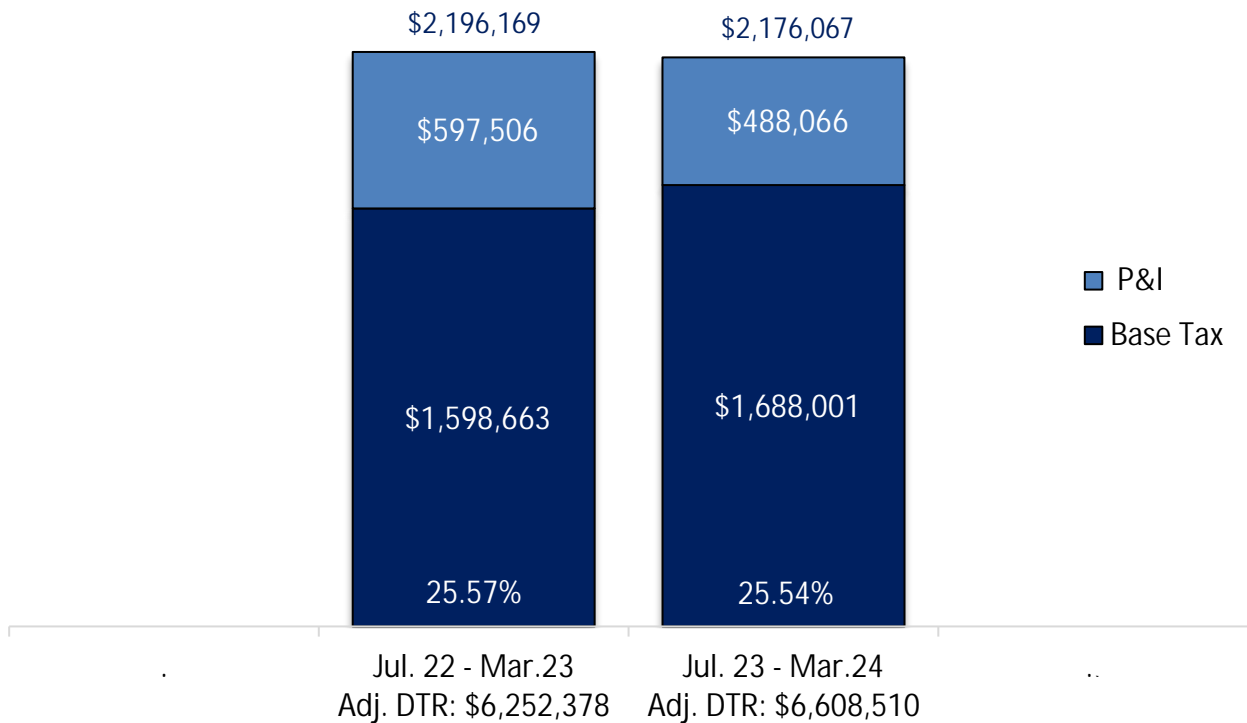
Litigation Activity	Cases	Base, Penalty and Interest
• Filed Lawsuits	31	\$264,341
• Lawsuits Disposed	35	\$127,419
• Judgments Taken	18	\$65,255
• Tax Warrants	3	\$14,497
• Pending Litigation as of 5/2024	30	\$262,260

3rd Quarter Collection Comparison



Source: Hidalgo County Tax Office Reports

Year – To – Date Collection Comparison



Source: Hidalgo County Tax Office Reports

FUTURE OVERVIEW

Our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for McAllen Independent School District. We will continue to offer firm yet flexible payment options for the McAllen Independent School District taxpayers.

Review of Pending Judgments and the Filing of Additional Lawsuits

During the next quarter we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the School District.

Mailing Program

We have completed our scheduled mailing on behalf of the School District for the upcoming quarter. In addition to our scheduled mailing, our in-house letter program sends letters to taxpayers who are otherwise non-responsive to phone calls.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the McAllen Independent School District will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (May 1, 2024 11:14 CDT)

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
JANUARY 2024

COMPARATIVE RATE OF COLLECTIONS

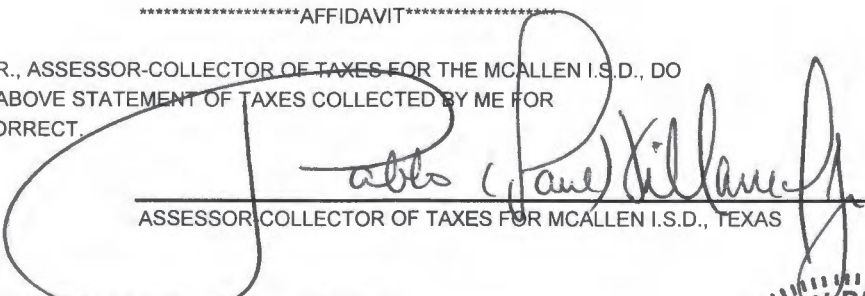
MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	-	72,892,746.80	-	87,361,370.17	14,468,623.37	83.44%	84.74%
2022 & PRIOR YRS ROLLBACK	7,120,885.27 34,512.82	1,513,574.61 96,130.19	(142,591.06) -	(306,789.51) 62,834.49	5,157,930.09 1,217.12	22.69% 98.75%	21.47% 96.11%
TOTALS	7,155,398.09	74,502,451.60	(142,591.06)	87,117,415.15	19,627,770.58		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JANUARY 2024

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	45,844,032.31	(270,197.01) CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	132,564.80	(50,520.04) PRIOR
PRIOR YEARS-P&I	38,885.32	
ROLLBACK	53,908.72	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	24,781.97	- PURGED
TOTAL COLLECTIONS	46,094,173.12	(320,717.05)
LESS TRANSFERRED	23,323,581.89	
LESS IN TRANSIT	22,754,219.83	
LESS DUE TO HCAD COMM FEES	2,517.40	
LESS DUE TO CO TREASURER	13,854.00	
LESS COURT ORDER INTEREST		
BALANCE	(0.00)	

*****AFFIDAVIT*****

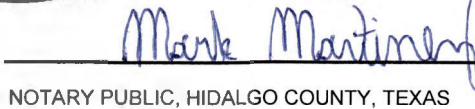
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JANUARY IS CORRECT.



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



SWORN AND SUBSCRIBED BEFORE ME THIS 26TH DAY OF FEBRUARY 2024 A.D.



 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
 MCALLEN I.S.D. TAXES COLLECTED FOR:
 FEBRUARY 2024

COMPARATIVE RATE OF COLLECTIONS

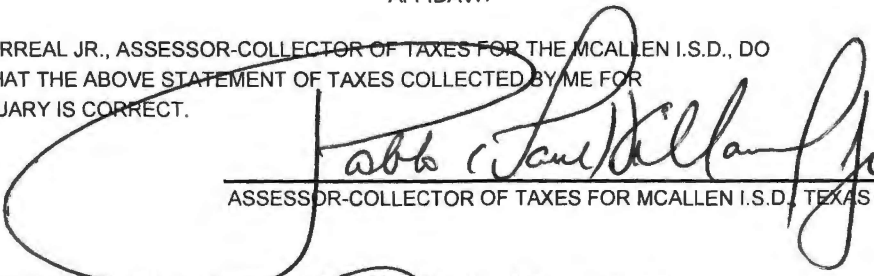
MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	-	79,812,048.04	-	87,176,921.36	7,364,873.32	91.55%	92.54%
2022 & PRIOR YRS ROLLBACK	7,120,885.27 34,512.82	1,604,981.27 96,130.19	(142,591.06) -	(328,890.86) 62,834.49	5,044,422.08 1,217.12	24.14% 98.75%	22.87% 96.11%
TOTALS	7,155,398.09	81,513,159.50	(142,591.06)	86,910,864.99	12,410,512.52		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2024

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	6,919,301.24	(184,448.81) CURRENT
CURRENT YEAR-P&I	210,172.88	
PRIOR YEARS-BASE TAX	91,406.66	(22,101.35) PRIOR
PRIOR YEARS-P&I	31,077.93	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	19,419.51	- PURGED
TOTAL COLLECTIONS	7,271,378.22	(206,550.16)
LESS TRANSFERRED	6,121,124.27	
LESS IN TRANSIT	1,135,609.70	
LESS DUE TO HCAD COMM FEES	790.25	
LESS DUE TO CO TREASURER	13,854.00	
LESS COURT ORDER INTEREST		
BALANCE	0.00	

*****AFFIDAVIT*****

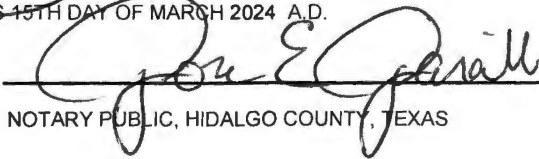
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY IS CORRECT.



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



SWORN AND SUBSCRIBED BEFORE ME THIS 15TH DAY OF MARCH 2024 A.D.



 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



30

PREPARED BY: Josue Guerra

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
MARCH 2024

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	-	81,437,162.78	-	86,976,664.43	5,539,501.65	93.63%	95.17%
2022 & PRIOR YRS ROLLBACK	7,120,885.27 34,512.82	1,688,001.11 96,130.19	(142,591.06) -	(369,783.85) 62,834.49	4,920,509.25 1,217.12	25.54% 98.75%	25.57% 96.11%
TOTALS	7,155,398.09	83,221,294.08	(142,591.06)	86,669,715.07	10,461,228.02		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MARCH 2024

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	1,625,114.74	(200,256.93) CURRENT
CURRENT YEAR-P&I	131,424.69	
PRIOR YEARS-BASE TAX	83,019.84	(40,892.99) PRIOR
PRIOR YEARS-P&I	44,896.79	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	23,231.20	- PURGED
TOTAL COLLECTIONS	1,907,687.26	(241,149.92)
LESS TRANSFERRED	1,407,692.96	
LESS IN TRANSIT	485,592.17	
LESS DUE TO HCAD COMM FEES	548.13	
LESS DUE TO CO TREASURER	13,854.00	
LESS COURT ORDER INTEREST		
BALANCE	0.00	

*****AFFIDAVIT*****

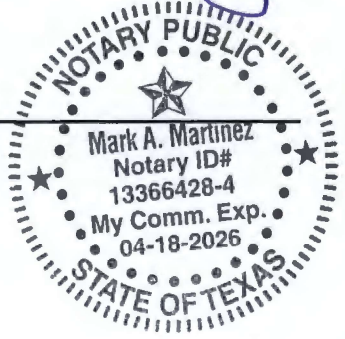
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MARCH IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF APRIL 2024 A.D.

Mark Martinez
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024


BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY:  SUPERVISOR: Lorena Garcia

Approved for presentation to the Board of Education:


RENE GUTIERREZ (May 1, 2024 10:48 CDT)

Superintendent of Schools

Description	A	B	C		D	E	
	Original Budget	Revised Budget 03/31/2024	Budget Amendments Under Consideration		Revisions	Transfers	Revised Budget 04/30/2024
Audited Fund Balance	134,836,211	134,836,211					134,836,211
Revenues:							
Local:							
Property Taxes	87,833,337	72,549,035					72,549,035
Interest Income	3,960,000	3,960,000	2,071,209				6,031,209
Other Local Income	2,309,887	3,382,189	53,247				3,435,436
State:	123,728,809	144,217,799	363,429				144,581,228
Federal:	23,679,760	26,931,248	1,005,835				27,937,083
Other Sources:	0	80,710					80,710
Total Revenues	241,511,793	251,120,981	3,493,720	0	0	0	254,614,701
Expenditures:							
11 Instruction	131,841,014	137,566,945	266,117	(114,287)			137,718,775
12 Inst. Res. & Media Services	3,542,411	3,650,466		(2,162)			3,648,304
13 Curriculum Dev. & Inst. Staff Dev.	4,375,854	4,340,409	1,800	25,218			4,367,427
21 Inst. Leadership	3,680,515	3,465,525	8,000	(42,766)			3,430,759
23 School Leadership	13,525,111	13,818,859		115,916			13,934,775
31 Guid., Counseling & Eval. Ser.	10,227,481	10,385,752	11,600	52,591			10,449,943
32 Social Work Services	2,243,964	2,177,086		(3,082)			2,174,004
33 Health Services	2,996,732	3,041,498		(35,075)			3,006,423
34 Student (Pupil) Trans.	4,230,015	5,490,464		(2,972)			5,487,492
35 Food Services	20,250,856	22,588,751	830,835				23,419,586
36 Curricular/Extracurricular Act.	10,078,335	11,725,695	330	62,854			11,788,879
41 General Administration	8,239,431	8,809,652		(51,259)			8,758,393
51 Plant Maint. & Operations	19,371,239	22,814,296	500,000	89,180			23,403,476
52 Security and Monitoring Serv.	4,848,855	7,843,875		(28,257)			7,815,618
53 Data Processing Services	5,738,354	6,393,116		(4,987)			6,388,129
61 Community Services	112,825	99,640		(293)			99,347
71 Debt Service	4,477,486	5,162,857		21,799			5,184,656
81 Fac. Acquisition & Const.	15,142,749	6,685,216	853,644	(82,418)			7,456,442
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000					40,000
99 Other Intergovernmental Charges	1,048,026	1,048,026					1,048,026
Other Uses	0	1,146,018					1,146,018
Total Expenditures	266,011,253	278,294,146	2,472,326	0	0	0	280,766,472
Preliminary Ending Fund Balance	110,336,751	107,663,046	1,021,394	0	0	0	108,684,440

GENERAL FUND
Revisions

REVENUES:

Local			
Interest Income	- Increase to Interest Income for Fund 197 Maintenance Tax Notes	\$ 416,280	
	- Increase to Interest Income for Fund 199 General Fund	1,654,929	
			2,071,209
Other Local Income	- Instrument Maintenance Fees for Fund 184 Fine Arts	\$ 21,467	
	- Contribution of \$1 from Students to Attend the Valley Symphony Orchestra for Fund 184 Fine Arts	105	
	- Holiday Spectacular Ticket Sales for Fund 184 Fine Arts	225	
	- Sponsorship from International Travel Education for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	1,450	
	- Donation from McAllen Education Foundation for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	30,000	
			53,247
State			
	- Summary of Finance Adjustment to 2020-2021 for 2020 Property Value Study for Fund 199 General Fund	\$ 363,429	
			363,429
Federal			
	- National School Lunch Program Equipment Assistance Grant for Fund 101 Food Service	\$ 88,468	
	- Supply Chain Assistance Grant for Fund 101 Food Service	742,365	
	- Increase to Fresh Food and Vegetable Program Grant for Fund 103 Food Service	2	
	- CDBG Grant from the City of McAllen for Sports Lighting at Brown Middle School for Fund 199 General Fund	175,000	
			1,005,835
		Grand Total	\$ 3,493,720

EXPENDITURES:

Function 11	- Increase to Contracted Maintenance and Repairs for Instruments for Fund 184 Fine Arts	\$ 21,467	
	- Increase for Student Travel for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	31,450	
	- Transfer from Fund Balance for Fund 157 Dyslexia for Longevity Pay and Additional Compensation Increase	38,700	
	- Transfer from Fund Balance for Fund 162 Career Technical Education Longevity Pay and Additional Compensation Increase	174,500	
			266,117
Function 13	- Transfer from Fund Balance for Fund 162 Career Technical Education for Additional Compensation Increase	\$ 1,800	
			1,800
Function 21	- Transfer from Fund Balance for Fund 162 Career Technical Education Longevity Pay and Additional Compensation Increase	\$ 8,000	
			8,000
Function 31	- Transfer from Fund Balance for Fund 162 Career Technical Education for Additional Compensation Increase	\$ 11,600	
			11,600
Function 35	- Increase to Food for Fresh Food and Vegetable Program Grant for Fund 103 Food Service	\$ 2	
	- Increase to Equipment for National School Lunch Program Equipment Assistance Grants	88,468	
	- Increase to Food for Supply Chain Assistance Grant for Fund 101 Food Service	742,365	
			830,835

GENERAL FUND
Revisions

Function 36	<ul style="list-style-type: none"> - Increase to Rentals for Fund 184 Fine Arts for Holiday Spectacular - Increase to Student Travel for Fund 184 Fine Arts to Attend the Valley Symphony Orchestra 	\$ 225 <u>105</u>	330
Function 51	<ul style="list-style-type: none"> - Increase to Electricity due to Actual Cost Increase for Fund 199 General Fund 	<u>\$ 500,000</u>	500,000
Function 81	<ul style="list-style-type: none"> - Transfer from Fund Balance for Fund 101 Food Service for Kitchen Renovations at Wilson, Rayburn, Roosevelt and Garza Elementary Schools - Increase for Sports Lighting at Brown Middle School from CDBG Grant for Fund 199 General Fund 	\$ 678,644 <u>175,000</u>	853,644
Grand Total			<u><u>\$ 2,472,326</u></u>

DEBT SERVICE

Description	A	B	C		D	E
	Original Budget	Revised Budget 03/31/2024	Budget Amendments Under Consideration		Revised Budget 04/30/2024	
			Revisions	Transfers		
Audited Fund Balance	3,766,600	3,766,600				3,766,600
Revenues:						
Local						
Property Taxes	6,418,399	13,932,277				13,932,277
Interest Income	96,000	96,000	248,000			344,000
Other Local Income	81,000	81,000				81,000
State	138,601	138,601				138,601
Total Revenues	6,734,000	14,247,878	248,000	0		14,495,878
Expenditures:						
71 Debt Service	6,734,000	6,734,000				6,734,000
Other Uses						
Total Expenditures	6,734,000	6,734,000	0	0		6,734,000
Preliminary Ending Fund Balance	3,766,600	11,280,478	248,000	0		11,528,478

DEBT SERVICE
Revisions

REVENUES:

Local

Interest Revenue - Increase to Interest Income for Fund 599 Debt Service Fund

\$ 248,000

248,000

Grand Total

\$ 248,000

EXPENDITURES:

- None for April 2024

Grand Total

\$ -

Description	A	B	C		D	E
	Original Budget	Revised Budget 03/31/2024	Budget Amendments Under Consideration		Revised Budget 04/30/2024	
			Revisions	Transfers		
Audited Fund Balance	16,712,315	16,712,315				16,712,315
Revenues:						
Local						
Other Local Income	11,000,000	9,585,631				9,585,631
Other Sources	0	1,146,018				1,146,018
Total Revenues	11,000,000	10,731,649	0	0		10,731,649
Expenditures:						
36 Curricular/Extracurricular Act.		163,615				163,615
51 Plant Maint. & Operations	247,463	573,597		26,989		600,586
52 Security and Monitoring Serv.		79,468				79,468
81 Fac. Acquisition & Const.	11,994,868	26,019,642		(26,989)		25,992,653
Total Expenditures	12,242,331	26,836,322	0	0		26,836,322
Preliminary Ending Fund Balance	15,469,984	607,642	0	0		607,642

CAPITAL PROJECTS FUND
Revisions

REVENUES:

- None for April 2024

Grand Total \$ -

EXPENDITURES:

- None for April 2024

Grand Total \$ -

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: *Elizabeth Carter*

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (May 7, 2024 10:33 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: Iris Luna
Iris Luna (May 9, 2024 08:31 CDT)

SUPERVISOR: Lorena Garcia

Approved for presentation to the Board of Education:

René Gutierrez
RENE GUTIERREZ (May 9, 2024 15:13 CDT)

No	Criteria	Max. Pts. 100	RBC Capital Markets LLC	Estrada Hinojosa & Company, Inc.
	Total Points	100	93	96
	Ranking		2	1
1	Price	0	0	0
	N/A		N/A	N/A
2	Reputation of the vendor and of the vendor's goods or services;	15	13	15
	Personnel assigned to District (avg. # of years experience in field) (Attr. #61, #68, #75, #82, #89, #96)	4	3.003870968	4
	Weighted distribution based on average years		19.4	25.83
	Disciplinary actions taken (responded) (Attr. #147)	5	4	5
	Responded with no = 5 pts; Responded with other = 4 pts.		Responded with other	Responded with no
	References (Attr. #149-167) (1 pt per reference provided) 3 references required	3	3	3
	Reference Forms (Past customer satisfaction) 3 Reference Forms Required (Poor = 0 pts; Fair = 0.125; Good = 0.25 pts; Excellent = .5 per criteria)	3	3	3
			6 Excellent	6 Excellent
3	The quality of the vendor's goods or services	40	40	38
	Resumes/Licenses (Attr. #59, #66, #73, #80, #94)	8	8	8
			5 staff 23 licenses	6 staff 23 licenses
	Experience with Districts in Texas (Attr. #63, #70, #77, #84, #91, #98) Yes = 10 pts; No = 0 pts	10	10	10
			Yes	Yes
	Firm's knowledge of local, political, economic, legal, or other issues that may affect the current/future debt obligation (points based on quality of response) (Attr. #101)	10	10	8
	Knowledge & experience of personnel assigned to District (Attr. #102)	6	6	6
	Firm's analytical capability or specialized software used (Attr. #105)	6	6	6
			continually developing and implementing sophisticated quantitative models	uses substantial technological and quantitative resources
4	The extent to which the goods or services meet District's needs	35	35	35
	Firm's ability to assist in short and long-range financial planning (Attr. #100)	9	9	9
	Firm's understanding of the District's financial situation (Attr. #103)	10	10	10
	Firm's access to sources of current market information to provide relevant data (Attr. #104)	2	2	2
	Ability of the Firm and Designated personnel to evaluate legal issues, prepare and file legal documents, and complete other tasks related to the debt obligations, in a timely manner (Attr. #106)	9	9	9
	Bond issues for which firm served as financial advisor (preferably K-12) within the last ten years (Attr. #108-143)	5	5	5
5	Past Relationship with District	3	3	3
	Past experience with District (Attr. #168-#170) (Yes = 3; No = 0)		Yes	Yes
6	HUB	1	0	1
	Yes = 1; No = 0		No	Yes
7	Total long-term cost to the district to acquire the vendor's goods or services	0	0	0
	N/A		N/A	N/A
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state	1	0	1
	Texas Vendor or Employees 500+ in Texas= 1; out of State Vendor = 0 (Attr. #12)		No	Yes
9	Any other relevant factor specifically listed in the request for bids or proposals.	5	2	3
	Additional information that better describes qualifications (Attr. #148)	2	2	2
	Any other services that are of benefit to the District (Line Items Attr. #1)	3	0	1
			None listed	Additional services upon request at negotiated fees

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 13, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1033 Workers' Compensation Insurance Self-Funded Claims Administration Services & Stop Loss Insurance

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District (the "District") solicited proposals for workers' compensation insurance self-funded claims administration services and workers' compensation stop loss insurance policy for the self-funded workers' compensation program.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Two hundred sixty-four (264) vendors were invited to submit proposals, and six (6) vendors responded. From the six (6) responses, two (2) were for third-party administrator ("TPA") services, two were for stop loss insurance and two (2) were no-bid,

On April 30, 2024, the evaluation committee, comprised of Andres Silva, Director of Employee Benefits, Safety & Risk Management; Karina Garza, Coordinator for Employee Benefits, Safety, & Risk Management; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Purchasing Coordinator; Liz Montes, Senior Buyer; consulted with Valley Risk Consulting, evaluated the submittals and requested best and final offers from all vendors. The evaluation committee met on May 7, 2024 for final evaluations and recommends that the Board of Trustees award CAS-Claims Administrative Services, Inc. for Worker's Compensation - (TPA); and Incline Casualty Company, as submitted by Montalvo Insurance Agency for Stop Loss Insurance. The 12-month cost for Worker's Compensation - (TPA) and Stop Loss Insurance totals are \$85,000.00 and \$72,448.00 respectively. This is a year 1 increase of \$5,050 and decrease of \$29,525, respectively. The CAS-Claims Administrative Services, Inc. fees are guaranteed for a three (3) year period. The Stop Loss rates are guaranteed for two (2) year period.

LEGAL REVIEW:

Service Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Workers' Compensation Stop Loss Insurance, fixed costs and claim expenses are budgeted through the employer contributions to the Self-Funded Workers' Compensation Fund (FUND). Claims administration services and Stop Loss Insurance are eligible expenses of the Fund. Stop Loss Policy premium is subject to Payroll Audit.

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1033 Workers' Compensation Insurance Self-Funded Claims Administration Services & Stop Loss Insurance Continued

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

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees

a) approve Request for Proposal No. No. 2024-1033 Workers' Compensation Insurance Self-Funded Claims Administration Services & Stop Loss Insurance and award CAS-Claims Administrative Services, Inc. for Worker's Compensation - (TPA) for a term of one year renewable 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. The initial term will be from June 1, 2024 through May 31, 2025; and Incline Casualty Company, as submitted by Montalvo Insurance Agency for Stop Loss Insurance for a term of one year renewable 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. The initial term will be from June 1, 2024 through May 31, 2025.

b) authorize the Superintendent to execute a contract for Worker's Compensation - (TPA) and related contract documents, once the draft contract is negotiated.

c) authorize the Chief Human Resources Officer to sign Stop Loss Insurance application as required for the policy and policy renewals.

Attachment:

SUBMITTED BY: Andres Silva

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Mr. Andres Silva, Director for Employee Benefits & Safety/Risk Management
Office: 956-618-7380
eMail: andres.silva@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (May 10, 2024 15:28 CDT)

Superintendent of Schools

EVALUATION MATRIX RFP NO. 2024-1033 WORKERS COMPENSATION - TPA

No.	Criteria	Max. Pts. 100	CAS	TRISTAR
	Total Points	100	98	91
	Ranking		1	2
1	Price	55	55	49
	Annual Fixed Fee Premium (1) Year	55	55	49
	<i>Annual Flat Rate Amount</i>		<i>\$ 85,000.00</i>	<i>\$ 95,940.00</i>
2	Reputation of the vendor and of the vendor's goods or services;	3	3	3
	References in Texas	3	3	3
	<i>Max pts (3 pts): (1) pt per reference</i>		<i>3 references</i>	<i>3 references</i>
3	The quality of the vendor's goods or services	16	16	16
	Representation at Benefit Review Conferences and at Contested Case	4	4	4
	<i>Max pts (4pts): Yes = 4 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
	Loss Control Services	4	4	4
	<i>Max pts (4 pts): Yes = 4 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
	Subrogation of Claims	4	4	4
	<i>Max pts (4 pts): Yes = 4 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
	Return to Work Guidelines	4	4	4
	<i>Max pts (4pts): Yes = 4 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
4	The extent to which the goods or services meet District's needs	19	19	17
	Full Services to include Preauthorizations, Medical Review, Administer Legacy Claims, Administer for Life of Claim, Large Case Management, Managed Care Network, Private Investigator Services	7	7	7
	<i>Max pts (7 pts): (1) pt each</i>		<i>Yes</i>	<i>Yes</i>
	Minimum one adjuster assigned exclusively to work on District Claims	2	2	2
	<i>Max pts (2 pts): Yes = 2 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
	Bilingual Adjuster assigned to work on District Claims	2	2	0
	<i>Max pts (2 pts): Yes = 2 pts, No = 0 pts</i>		<i>Yes</i>	<i>No</i>
	On Site Safety Training	2	2	2
	<i>Max pts (2 pts): Yes = 2 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
	Web based portal to file claims & access claim information	2	2	2
	<i>Max pts (2 pts): Yes = 2 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
	Portal or share box for exchange of large data files	2	2	2
	<i>Max pts (2 pts): Yes = 2 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
	Minimum of quarterly client claim review meetings	2	2	2
	<i>(2 pts): Yes = 2 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
	Custom reports on an as needed basis	2	2	2
	<i>Max pts (2 pts): Yes = 2 pts, No = 0 pts</i>		<i>Yes</i>	<i>Yes</i>
5	Past Relationship with District	2	0	2
	Max pts (2 pts):	2	0	2
	<i>Yes = 2 pts, No = 0 pts</i>		<i>No</i>	<i>Yes</i>
6	HUB	0	0	0
7	Total long-term cost to the district to acquire the vendor's goods or services;	5	5	4
	Year 2	2.5	2.50	2.21
	<i>Annual Rate Amount</i>		<i>\$ 85,000.00</i>	<i>\$ 95,940.00</i>
	Year 3	2.5	2.50	2.21
	<i>Annual Rate Amount</i>		<i>\$ 85,000.00</i>	<i>\$ 95,940.00</i>
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	0	0	0
9	Any other relevant factor specifically listed in the request for bids or proposals.	0	0	0

EVALUATION MATRIX
RFP NO. 2024-1033 WORKERS COMPENSATION - STOP LOSS
\$400k VERSION

No.	Criteria	Max. Pts. 100	FROST / Safety Ntl Casualty Corp.	FROST / Midwest Employers Casualty Co.	FROST / US Specialty/Star Ins. Co.	Montalvo Ins / Incline Casualty v1	Montalvo Ins / Incline Casualty v2
	Total Points	100	68	88	92	93	96
	Ranking		5	4	3	2	1
1	Price	60	29	48	57	59	60
	Annual Premium (1) Year		29.31	48.34	57.04	58.80	60.00
	Annual Flat Rate Amount		\$ 148,325.00	\$ 89,922.00	\$ 76,202.00	\$ 73,927.00	\$ 72,448.00
2	Reputation of the vendor and of the vendor's goods or services;	5	5.0	5.0	2.5	2.5	2.5
	AM Best Rating		5	5	2.5	2.5	2.5
	Max pts (5pts): A+ = 5 pts , A- to A = 2.5 pts, B+ below = 0 pts		A++	A+	A-	A-	A-
3	The quality of the vendor's goods or services	30	30	30	30	30	30
	Deductible: Max Pts 10	10	10	10	10	10	10
	Limit \$400,000		\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
	Damages (each claim, aggregate): Max Pts 10	10	10	10	10	10	10
	Limit Statutory		Statutory	Statutory	Statutory	Statutory	Statutory
	Claims Expenses (each claim, aggregate): Max Pts 10	10	10	10	10	10	10
	Limit Statutory		Statutory	Statutory	Statutory	Statutory	Statutory
4	The extent to which the goods or services meet District's needs	2	2	2	2	2	2
	Meets SOW District Min. Requirements - Max pts (2 pts): Yes = 2 pts, No = 0 pts		Yes	Yes	Yes	Yes	Yes
5	Past Relationship with District	2	2	2	0	0	0
	Max pts (2 pts): Yes = 2 pts, No = 0 pts		Yes	Yes	No	No	No
6	HUB	0	0	0	0	0	0
7	Total long-term cost to the district to acquire the vendor's goods or services;	1	0	1	0	0	1
	Offered a Multi Year Contract		0	1	0	0	1
	Max pts (1 pts): Yes = 1 pts, No = 0 pts		No	Yes (2 Year)	No	No (1 Year)	Yes (2 Year)
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	0	0	0	0	0	0
9	Any other relevant factor specifically listed in the request for bids	0	0	0	0	0	0

McAllen Independent School District

Summary of Comparative Cost

RFP # 2024-1033 Workers' Compensation-TPA Services

Best and Final

Review Date: May 3, 2024

Company Office Location Contact Name	Current Tri-Star Corpus Christi, TX Jimmy Dyer	Option 1 Tri-Star Corpus Christi, TX Jimmy Dyer	Option 2 CAS Tyler, TX Casey Cook
Claims Administration Services	Fee per Claim	Fee per Claim	Fee per Claim
Incident	Included	Not Quoted	\$30
Medical Only	Included	Not Quoted	\$150
Indemnity	Included	Not Quoted	\$850
Administrative Fee	None	None	\$1,000
Year 1 Fee	\$79,950	\$95,940	\$85,000
Services	Fee per Claim	Fee per Claim	Fee per Claim
Special Investigations	\$95 per hour	\$90 per hour	\$84 per hour
Pre-Authorizations	Pre-Clinical: \$25 Flat Fee / \$140 pre-cert	\$140 peer review	\$150 flat fee per request
Medical Review	Included	\$275 + Physician Fee	\$125 coordination fee + cost
Large Case Management	\$105 per hour	\$99 per hour	\$90 per hour plus mileage & expenses
Bill Review	\$9 per bill	\$8.75 per bill	\$8.50 per bill
Legacy Claims	Included	Not Quoted	Included
Attorney	BRC: \$650 flat fee/CCH: \$150 per hour	at cost	\$75 per hour
Additional Fees			
	MMSEA Reporting: \$10 per claim Peer Review: Level 1 = \$275, Level 2 = \$295 flat rate	MMSEA Reporting: \$10 per claim Peer Review: Level 1 = \$275, Level 2 = \$295 flat rate	Provided (2) options: Per Claim and Annual Fixed Fee
		(3) year flat annual fee	(3) year flat annual fee
		Loss Control Services: \$135 per hour	Loss Control Services: \$150 per hour, (8) hour minimum per visit

McAllen Independent School District

Summary of Comparative Cost
RFP # 2024-1033 (Workers Compensation Stop Loss)
Best and Final
Review Date: May 3, 2024

	Current	Option 1		Option 2	Option 3	Option 4	
Company	Midwest Employers Casualty	Midwest Employers Casualty		US Specialty/Star Insurance Company	Safety National Casualty	Incline Casualty Company	
Agent	Frost Insurance Company	Frost Insurance Company		Frost Insurance Company	Frost Insurance Company	Montalvo Insurance Company	
AM Best Rating	"A+/XV"	"A+/XV"		"A- / X"	A++/XV	A-/VIII	

	Current	Option 1	Option 1	Option 2	Option 3	Option 4	Option 4
Policy Limits							
Damages, Each Claim	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
Damages, Policy Aggregate	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
Claims Expenses, Each claim	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
Claims Expenses, Policy Aggregate	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
Deductible	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Premium	\$ 92,382.00	\$ 89,922.00	\$ 179,844.00	\$ 76,202.00	\$ 148,325.00	\$ 73,927.00	\$ 72,448.00
Annual Total Premium	\$ 95,153.00	\$ 92,620.00	\$ 182,542.00	\$ 76,202.00	\$ 148,325.00	\$ 73,927.00	\$ 72,448.00

Notes:	Coverage is statutory <i>(no limits on claims/aggregate)</i>	Coverage is statutory <i>(no limits on claims/aggregate)</i>	Coverage is statutory <i>(no limits on claims/aggregate)</i>	Coverage is statutory <i>(no limits on claims/aggregate)</i>	Coverage is statutory <i>(no limits on claims/aggregate)</i>	Coverage is statutory <i>(no limits on claims/aggregate)</i>	Coverage is statutory <i>(no limits on claims/aggregate)</i>
	Employers Liability: \$1,000,000 - Occurrence / \$1,000,000	Employers Liability: \$1,000,000 - Occurrence / \$1,000,000	Employers Liability: \$2,000,000 - Occurrence / \$2,000,000	Employers Liability: \$1,000,000 - Occurrence / \$1,000,000	Employers Liability: \$1,000,000 - Occurrence / \$1,000,000	Employers Liability: \$1,000,000 - Occurrence / \$1,000,000	Employers Liability: \$1,000,000 - Occurrence / \$1,000,000
	Annual Total Premium includes the TRIA Premium below of \$2,771	Annual Total Premium includes the TRIA Premium below of \$2,698 2 year option available	Annual Total Premium includes the TRIA Premium below of \$2,698 2 year option available	Terrorism Charges included in rates	Terrorism Charges <u>not</u> included		2 year option available

**MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2024-364 WORKERS' COMPENSATION INSURANCE
SELF-FUNDED CLAIMS ADMINISTRATION SERVICES THROUGH
REQUEST FOR PROPOSAL 2024-1033 (CAS-CLAIMS ADMINISTRATIVE SERVICES INC.)**

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **CAS-CLAIMS ADMINISTRATIVE SERVICES INC.** a Texas corporation (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, District recognizes that the Employee Benefits Department of the 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; and

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; and

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; and

WHEREAS, the Vendor is willing to accept the responsibility of providing the Services to the District in accordance with its published representations and warranties, 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/or labor and perform any services contemplated hereunder. Vendor warrants and represents that during the term of this Contract, Vendor shall maintain all required licenses and permits. Vendor warrants the services rendered and that the 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. 2024-1033
- C. Exhibit "B" – Vendor's Response to District's Request for Proposal No. 2024-1033
- 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 Coverage of at least - \$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. (ONLY TO BE 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 all required coverages 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, except for the purposes of obtaining project financing with the District's prior written consent.

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, or delivery of services 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 an independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material, or performing services 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 in accordance with

State law 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 incurred by Vendor.

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 June 1, 2024, and remain effective through May 31, 2027, for a term of three (3) years. 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 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 thirty (30) 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. René Gutiérrez, Superintendent
 2000 N. 23rd Street
 McAllen, Texas 78501

If to Vendor: CAS-Claims Administrative Services, Inc.
Attn: Daniel Campbell, Executive Vice President
501 Shelley Drive
Tyler, Texas 75701

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 rights 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 express 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. René Gutiérrez, Superintendent

VENDOR:

CAS-Claims Administrative Services, Inc.

By: _____
Daniel Campbell, Executive Vice President

Approved as to form:

by: _____
Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: *Natalia Goza*

SUPERVISOR: *Debbie C Aliseda*
Debbie C Aliseda (May 9, 2024 14:14 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (May 9, 2024 15:12 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: *Olga Mendez*
Olga Mendez (May 8, 2024 15:19 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (May 9, 2024 09:54 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: *Olga Mendez*
Olga Mendez (May 8, 2024 15:19 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (May 9, 2024 09:53 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: *Olga Mendez*
Olga Mendez (May 8, 2024 15:18 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Beni Gutierrez
RENE GUTIERREZ (May 9, 2024 09:50 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: *Olga Mendez*
Olga Mendez (May 8, 2024 15:19 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (May 9, 2024 09:55 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 13, 2024

Attachment:

SUBMITTED BY: *Olga Mendez*
Olga Mendez (May 8, 2024 15:20 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (May 9, 2024 09:50 CDT)