



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 Tuesday, September 10, 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) Celebrating McAllen Education Foundation

B) Adopting The Texas Way

6. **RECOGNITION(S)**

7. **PROCLAMATION(S)**

8. **DONATION(S)**

9. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on Memorandum of Agreement No. 2025-119 Science, Technology, Engineering and Math (“STEM”) Teacher Education, Learning, Leadership and Resources “Aggie STELLAR” Program with Texas A&M University
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

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Presenter: Dr. René Gutiérrez, Superintendent

- B) Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 9) 19
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- C) Discussion and Possible Action on Educational Experience Affiliation Agreement No. 2025-124 with The University of Texas Health Science Center at San Antonio 21
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- D) Discussion and Possible Action on Program Agreement in the Allied Health Fields of Occupational Therapy, Physical Therapy, & Speech-Language Pathology No. 2025-125 with The University of Texas Health Science Center at San Antonio 26
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- E) Discussion and Possible Action on Memorandum of Understanding No. 2025-126 Occupational Therapy Department Capstone Experience & Capstone Project with The University of Texas Health Science Center at San Antonio 29
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- F) Discussion and Possible Action of the 2024-2025 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers 34
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
- G) Discussion and Possible Action of the Texas Association of School Board (TASB) Localized Policy Manual Update 123 (Second Reading) 37
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
- H) Discussion and Possible Action of Revision to Policy EIC (LOCAL) - 2nd Reading 38
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
- I) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 10) 39
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
- J) Discussion and Possible Action on Memorandum of Understanding No. 2025-015 Afterschool Enrichment Programs with Boys & Girls Club of 41

McAllen

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- K) Discussion and Possible Action to Rescind Award of Request for Proposal No. 2024-1009 E-Rate Year 2024 – School Bus WiFi 45
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- L) Discussion and Possible Action of Request for Proposal No. 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 19) 46

Item Submitted: Debra Loya, Director of Fine Arts Department

Presenter: Dr. René Gutiérrez, Superintendent

10. **INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

A) **Instructional Services Item(s)** (Dr. Rosalba De Hoyos)

1. Report Regarding Advanced Placement (AP) and International Baccalaureate (IB) Program 48

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

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action of Equipment Purchase Approval Request under the Department of Labor Grant No.24A60CP000288-01-00 56

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

Presenter: Dr. René Gutiérrez, Superintendent

B) **Instructional Leadership Item(s)** (Jeanette Nino)

1. Report Regarding the McAllen Independent School District's Approaches to Leadership and Learning Model 58

Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

C) **Human Resources Item(s)** (Dr. Albert Canales)

1. Discussion of Additions/ Revisions/ Deletions of Local Policies Resulting from the TASB Policy Review Session-1st Reading 70
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion of Revision to Policy EHBE (LOCAL)-1st Reading 178
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

D) Business and Operations Item(s) (Lorena Garcia)

1. Report Regarding Annual Tax Collections for the Period of July 1, 2023 to June 30, 2024 181
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding the Delinquent Tax Collections for the Period of April 1, 2024 to June 30, 2024 212
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

3. Report Regarding Enrollment for the 2024-2025 School Year 219
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on Update to MISD Policy CDA (LOCAL)-Other Revenues, Investments (Second Reading) and Resolution of the Board Regarding Review of the Investment Policy and Strategies 231
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action of the McAllen Independent School District August Budget Amendment for Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 233
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action on Application to TEA for the Optional Flexible School Day Program for 2024-2025 School Year 240
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

7. Discussion and Possible Action on Request for Proposal No. 2025-1012 Grounds Maintenance Services for Various Locations 269
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 410
a) Regular Board Meeting - August 27, 2024

2. Appointment of Board Member(s) to serve as Delegate and Alternate at the Annual Texas Association of School Boards (TASB) Delegate Assembly Meeting 411
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) Human Resources Recommendation(s) for School Year 2024-2025
 - B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2024-2025
 - C) Discussion Regarding School Safety and Security
 - D) Pending and/or Potential Litigation
 - E) 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 2024-2025 412
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
 - B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2024-2025 413
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
 - C) Discussion Regarding School Safety and Security
 - D) Pending and/or Potential Litigation
 - E) Possible Real Estate Acquisition
14. **SCHEDULE OF FUTURE MEETINGS**
- A) Special Board Meeting (Team Building Training) - Saturday, September 21, 2024 - 8:00 AM Dr. Ricardo Chapa Board Room/Administration Building
 - B) Regular Board Meeting - Tuesday, September 24, 2024 - 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building
 - C) Regular Board Meeting - Tuesday, October 8, 2024 - 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building
 - D) Regular Board Meeting - Tuesday, October 22, 2024 - 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building
15. **ADJOURNMENT**

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

Pursuant to Texas Government Code 551.127, a member or employee of a governmental body is authorized to participate remotely in a meeting of the governmental body through a videoconference call, as long as a quorum of the governmental body is

physically present at the location of the Board Meeting. Any video conference conducted pursuant to this section will comply with the technical requirements of this section.

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


*The notice for this meeting was posted in compliance with the Texas Open Meeting Act on September 6, 2024 by 3:00 P.M.
Natalia Goza
on behalf of the Board of Trustees*

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 15:11 CDT)
7 **Superintendent of Schools**

MEMORANDUM OF AGREEMENT
by and between
TEXAS A&M UNIVERSITY
and
MCALLEN ISD

This Memorandum of Agreement (“MOA”) is entered into by and between, **Texas A&M University**, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas, on behalf of its **Continuing and Professional Education Program**, a unit in the Office of the Provost & Executive Vice President, hereinafter referred to as “Texas A&M”, and **McAllen ISD**, hereinafter referred to as “McAllen ISD”. Texas A&M and McAllen ISD may be individually referred to as “Party” or collectively referred to as “Parties.”

WHEREAS, Texas A&M offers Continuing and Professional Education at Texas A&M University and providing educators with the resources and support needed to excel in their classroom and grow as an educator;

WHEREAS, McAllen ISD is committed to developing character, fostering a positive learning experience, and promoting individual student success in society through a shared responsibility between students, teachers, parents, and community;

WHEREAS, the Parties to this MOA are committed to providing educators at Title 1 schools with high quality, sustained professional development;

WHEREAS, Texas A&M will provide teachers in grades 6-8 STEM (“Science, Technology, Engineering and Math”) professional development via the STEM Teacher Education, Learning, Leadership and Resources (“Aggie STELLAR”) program to enhance their knowledge and understanding of STEM concepts in infuse into their curriculum;

WHEREAS, it is deemed in the best interest of both Parties that the Parties enter into a mutually satisfactory agreement to share in this educational process; and,

NOW THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, have agreed as follows:

1. Overview and Purpose

See attachment

1.1. Texas A&M Responsibilities:

- 1.1.1. Select grade 6-8 educators from McAllen ISD to participate in Aggie STELLAR;
- 1.1.2. Provide sustained professional development to selected educators. This professional development will include, but is not limited to:

- 1.1.2.1. a two-week summer institute at Texas A&M University;
- 1.1.2.2. monthly follow up meetings either in the McAllen area or College Station;
- 1.1.2.3. enrollment and participation in the STEM Graduate Certificate program through Texas A&M University; and
- 1.1.2.4. support to attend select educational conferences, and access to Texas A&M University's Continuing and Professional Education Canvas platform for programmatic and mentoring support;
- 1.1.3. Provide classroom materials to implement learning from the summer institute and follow up meetings;
- 1.1.4. Provide funding to cover substitutes needed for program activities:
 - 1.1.4.1. Texas A&M will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, *Texas Government Code* (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment;
- 1.1.5. Communicate directly with McAllen ISD regarding program activities related to McAllen ISD educators;
- 1.1.6. Provide stipends to educators for program required deliverables; and
- 1.1.7. Complete a comprehensive evaluation of Aggie STELLAR and share results with district.

1.2. McAllen ISD Responsibilities:

- 1.2.1. Communicate directly with Texas A&M regarding all aspects of the Aggie STELLAR program;
- 1.2.2. Provide a group of grade 6-8 educators for selection into the program. These educators should be current mathematics, science, and/or Career & Technology Education teachers;
- 1.2.3. Release teachers to attend program activities such as the monthly meetings and conference attendance;
- 1.2.4. Support educators in their completion of the Texas A&M STEM graduate certificate program and other Aggie STELLAR activities;
- 1.2.5. Support educators in implementing program activities into their classroom;

- 1.2.6.** Provide requested information for evaluation purposes; and
- 1.2.7.** Submit bi-annual invoices to Texas A&M for reimbursement for cost of substitutes needed to carry out activities performed under this MOA in accordance the McAllen ISD substitute teaching rate for the corresponding academic year. Invoices shall be sent no later than January 15th for fall semester expenses and no later than July 15th for spring semester expenses. Each invoice shall include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that Texas A&M may reasonably request to support the invoice amount;

- 1.2.7.1.** Invoices for services performed under this MOA shall be submitted to the following:

Attn: Janice Meyer, Ph.D.
Texas A&M University
Continuing & Professional Education
2590 TAMU
College Station, TX 77843
Email: janice.meyer@tamu.edu;

- 1.2.7.2.** The following information should be included on all invoices:

Texas A&M Contract Number: C24-02-16199
Texas A&M Purchase Order Number (if applicable):
Department Code: 02-CPED.

1.3. Texas A&M and McAllen ISD Joint Responsibilities:

- 1.3.1.** Communicate using professional language on the McAllen ISD website, record of completion, and training activity. For example, use the word "participant" versus "student" or "record of completion" versus diploma. Regarding continuing education, Texas A&M has the final approval authority over all professional language and programming; Work in good faith in regarding to ng program goals, objectives and outcomes;
- 1.3.2.** Announce partnership in Texas A&M and district communications. McAllen ISD will provide notice of any media or public relations communication or release to Texas A&M through Continuing and Professional Education at least seven (7) days prior to communication being released. Texas A&M has final approval of any such media or public relations communication made by McAllen ISD. Media and public relations regarding participation in Aggie STELLAR will be managed according to McAllen ISD and Texas A&M protocols;
- 1.3.3.** Share necessary data to ensure program evaluation and success, as deemed necessary and practical by each Party;

- 1.3.4.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.; and
- 1.3.5.** Explore the possibility of developing future programs and activities designed to enhance teacher and administrator efficacy, and as agreed upon and engaging other departments at Texas A&M as agreed upon.

2. MOA Amount

The total amount of this MOA shall not exceed **three thousand dollars (USD\$3,000.00)** without an amendment to this MOA.

3. Duration of the MOA

3.1. Term

This MOA will become effective upon the date of its signing (“Effective Date”) and shall have a term of one (1) year (“Initial Term”) unless terminated early by either Party. This MOA may be extended for two (2) additional one-year terms (“Renewal Term(s)”) upon mutual written agreement executed by the Parties. At least one hundred twenty (120) days before the expiration of the Initial Term and any subsequent Renewal Terms the Party shall review the terms and conditions of this MOA to determine whether this MOA should remain as written, be extended and modified, or allowed to expire.

3.2. Termination of the MOA

Either Party may terminate this MOA on 120 days’ written notice to the other Party. Termination may occur upon the breach of this MOA by one of the Parties. A breach of this MOA includes, but is not limited to, a violation of the policies and rules of the University, the making of a misrepresentation or false statement by one of the Parties, nonperformance of the Party’s duties, or the occurrence of a conflict of interest between the Parties. Each Party has 30 days to cure the breach upon notification. If this MOA is terminated during an academic term, students enrolled in classes under this MOA will be allowed to finish their coursework and receive appropriate course credit.

4. Modification

This MOA may be modified by mutual written consent of the Parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

5. Indemnification

Each Party, to the extent permitted by the Constitution and laws of the State of Texas, and without waiving its sovereign immunity,, agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOA or any of its activities or from any act or omission of any employee or invitee of the Parties of this MOA. The provisions in this paragraph are solely for the benefit of the Parties to this MOA and are not intended to create or grant any rights, contractually or otherwise to any third party.

6. Miscellaneous

6.1 Independent Contractor. Notwithstanding any provision of this MOA to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this MOA or by McAllen ISD's service to Texas A&M. Except as specifically required under the terms of this MOA, McAllen ISD (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of Texas A&M or the A&M System. As an independent contractor, McAllen ISD is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. McAllen ISD and its employees shall observe and abide by all applicable Texas A&M policies, regulations, rules and procedures, including those applicable to conduct on its premises.

6.2 Non-Waiver. Texas A&M is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. McAllen ISD expressly acknowledges that Texas A&M is an agency of the state of Texas and nothing in this MOA will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Texas A&M.

6.3 Notices. Any notice required or permitted under this MOA must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the Party being notified, or (d) on the date of delivery if delivered personally. Texas A&M and McAllen ISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

Texas A&M University
Executive VP & Provost Office
2590 TAMU
College Station, TX 77843

Attention: Janice Meyer
Telephone: 979-458-2511
Email: janice.meyer@tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director, Contract Administration
Telephone: 979-845-0099
Email: contracts@tamu.edu

McAllen ISD:

McAllen ISD
2000 N 23rd Street
McAllen, TX 78501
Attention: Dr. Rene Gutierrez
Telephone: 956-618-6000
Email: contracts@mcallenisd.net

- 6.4 Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this MOA for failure or delay in fulfilling or performing any obligation under this MOA if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- 6.5 Governing Law.** The validity of this MOA and all matters pertaining to this MOA, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- 6.6 Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.
- 6.7 Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this MOA, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas

A&M and McAllen ISD to attempt to resolve any claim for breach of contract made by McAllen ISD that cannot be resolved in the ordinary course of business. McAllen ISD shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine McAllen ISD's claim and any counterclaim and negotiate with McAllen ISD in an effort to resolve the claim. This provision and nothing in this MOA waives Texas A&M's sovereign immunity to suit or liability, and Texas A&M has not waived its right to seek redress in the courts.

6.8 Certification Regarding Business with Certain Countries and Organizations. McAllen ISD represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. McAllen ISD acknowledges this MOA may be terminated immediately if this certification is inaccurate.

6.9 Involvement in Human Trafficking. Texas A&M cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, McAllen ISD certifies that the individual or business entity named in this MOA is not ineligible to receive the specified contract and acknowledges that this MOA may be terminated and payment withheld if this certification is inaccurate.

6.10 Not Eligible for Rehire. McAllen ISD is responsible for ensuring that its employees involved in any work being performed for Texas A&M under this MOA have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event Texas A&M becomes aware that McAllen ISD has a NEFR Employee involved in any work being performed under this MOA, Texas A&M will have the sole right to demand removal of such NEFR Employee from work being performed under this MOA. Non-conformance to this requirement may be grounds for termination of this MOA by Texas A&M.

6.11 Confidentiality

6.11.1 The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (a) appropriate stamp or markings on the document exchanged, or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops

independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

6.11.2 The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel who are directly involved with this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

6.11.3 The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

6.12 Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. McAllen ISD certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

6.13 Insurance. McAllen ISD acknowledges that, because Texas A&M is an agency of the State of Texas, liability for the tortious conduct of employees of Texas A&M or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of Texas A&M is provided by the A&M System as mandated by the provisions of Chapter 502, *Texas Labor Code*. Texas A&M shall have the right, at its option, to (a) obtain liability insurance protecting Texas A&M and its employees and property insurance protecting Texas A&M's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by Texas A&M as a result of its operations under this Agreement.

6.13 Authority to Contract. Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this MOA, and that the person signing this MOA is duly authorized to enter into this MOA on its behalf.

6.14 Representations & Warranties. If McAllen ISD is a business entity, McAllen ISD warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this MOA, and the individual executing this MOA on behalf of McAllen ISD has been duly authorized to act for and bind McAllen ISD.

6.15 Non-Assignment. McAllen ISD shall neither assign its rights nor delegate its duties under this MOA without the prior written consent of Texas A&M.

6.16 Severability. In case any one or more of the provisions contained in this MOA shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this MOA shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOA that are required by changes in federal or state law or regulations are automatically incorporated into the MOA without written amendment hereto and shall become effective on the date designated by such law or by regulation.

6.17 Survival. Any provision of this MOA that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this MOA will survive the termination or expiration of this MOA.

6.18 Public Information. McAllen ISD acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this MOA, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M's written request, and at no cost to Texas A&M, McAllen ISD will promptly provide specified contracting information exchanged or created under this MOA for or on behalf of Texas A&M in a non-proprietary format acceptable to Texas A&M that is accessible by the public. McAllen ISD acknowledges that Texas A&M may be required to post a copy of the fully executed MOA on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this MOA and McAllen ISD agrees that this MOA can be terminated if McAllen ISD knowingly or intentionally fails to comply with a requirement of that subchapter.

6.19 Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property,

materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, McAllen ISD certifies that it is not ineligible to receive the payments under this MOA and acknowledges that this MOA may be terminated and payment may be withheld if this certification is inaccurate.

6.20 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, McAllen ISD agrees that any payments owing to McAllen ISD under this MOA may be applied directly toward certain debts or delinquencies that McAllen ISD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

6.21 State Auditor's Office. McAllen ISD understands that acceptance of funds under this MOA constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. McAllen ISD agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. McAllen ISD will include this provision in all contracts with permitted subcontractors.

6.22 Loss of Funding. Performance by Texas A&M under this MOA may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to McAllen ISD and Texas A&M may terminate this MOA without further duty or obligation hereunder. McAllen ISD acknowledges that appropriation of funds is beyond the control of Texas A&M. In the event of a termination or cancellation under this Section, Texas A&M will not be liable to McAllen ISD for any damages that are caused or associated with such termination or cancellation.

6.23 Prior Employment. McAllen ISD acknowledges that Section 2252.901, *Texas Government Code*, prohibits Texas A&M from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by Texas A&M during the twelve (12) month period immediately prior to the effective date of the MOA. If McAllen ISD is an individual, by signing this MOA, McAllen ISD represents and warrants that it is not a former or retired employee of Texas A&M that was employed by Texas A&M during the twelve (12) month period immediately prior to the effective date of the MOA.

6.24 Conflict of Interest. McAllen ISD certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of Texas A&M or the A&M System, has a direct or indirect financial interest in McAllen ISD or in the transaction that is the subject of this MOA.

6.25 Franchise Tax Certification. If McAllen ISD is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then McAllen ISD certifies that it is not

currently delinquent in the payment of any franchise (margin) taxes or that McAllen ISD is exempt from the payment of franchise (margin) taxes.

6.26 Criminal Background Check. Texas A&M may request a provider to perform a criminal background check on any employee and/or representative of McAllen ISD who conducts business pursuant to this MOA on the campus of Texas A&M.

6.27 Entire Agreement. This MOA constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this MOA. This MOA may be amended only by a subsequent written agreement signed by authorized representatives of both Parties. In the event of a conflict between the terms of this MOA and any other documents constituting part of this MOA, the terms of this MOA shall control.

The undersigned Parties bind themselves to the faithful performance of this MOA.

TEXAS A&M UNIVERSITY

MCALLEN ISD

Signature

Name

Title

Date

Signature

Sofia M. Peña

Name

Board of Trustees President

Title

Date


Approved as to form:


by: 
JOHNATHAN BALL (Aug 26, 2024 14:27 CDT)
Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Leo Salazar (Sep 3, 2024 18:46 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 09:43 CDT)

RECOMMENDED VENDORS
 Request for Proposal No. 2024-1022
 Career and Technology Education Instructional Supplies, Materials,
 Equipment and Related Services (Round 9)

NO.	VENDOR NAME	CITY	STATE	RECOMMENDATION
1	Parachute RGV LLC dba Innov8 TX LLC	Mission	TX	Recommended
2	Kaleidoscope Learning, Inc.	New York	NY	Recommended
3	Lockfast LLC	Loveland	OH	Recommended
4	Riverside Technologies, Inc.	Omaha	NE	Recommended
5	Sanchez Building Supplies, Inc.	Pharr	TX	Recommended
6	STEM Education Works, LLC	Lafayette	IN	Recommended
7	The Master Teacher, Inc.	Manhattan	KS	Recommended
8	WhyTry, LLC	Provo	UT	Recommended

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Dr. Cynthia Olivarez*
Dr. Cynthia Olivarez (Sep 4, 2024 14:12 CDT)

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Sep 4, 2024 14:37 CDT)

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the 11th day of September 2024, is between The University of Texas Health Science Center at San Antonio ("University"), a component institution of The University of Texas System ("System"), and McAllen Independent School District ("Facility"), a school district, having its principal office at 2000 N. 23rd St. McAllen, Tx 78501

Recitals

- A. Facility operates facilities located at elementary, middle, and high schools in the City of McAllen, in the state of Texas and therein provides education and therapy services;
- B. University provides academic courses with respect to health care education and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and
- C. Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **PROGRAM AGREEMENT:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.
2. **CONFLICT:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **AMENDMENT OF PROGRAM AGREEMENT:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
4. **RESPONSIBILITY OF FACILITY:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:
 - a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;
 - b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and
 - c. appoint a person to serve for Facility's liaison ("Facility Liaison") by the following procedure:

- (1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
 - (2) University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
 - (3) No person shall act as Facility Liaison without the prior written approval of University;
 - (4) In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4.c.
5. **RESPONSIBILITIES OF UNIVERSITY.** University will:
 - a. furnish Facility with the names of the students assigned by University to participate in the Program;
 - b. assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and
 - c. designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.
 - d. criminal background checks and drug screens are performed at matriculation
 6. **NOTICES.** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.
 7. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.
 8. **AMENDMENT TO AGREEMENT.** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
 9. **ASSIGNMENT.** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.
 10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
 11. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other ninety (90) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
 12. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
14. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, University shall hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement; provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.
15. **HIPAA.** The parties agree that:
- a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");
 - b. to the extent that University students are participating in the Program, such students shall:
 - (1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;
 - (2) receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
 - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);
 - c. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student who is acting as a part of the Facility's workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
 - d. no services are being provided to the Facility by the University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

16. NEEDLESTICK POLICY. In the event a student sustains a needlestick, sharps puncture, or other exposure to body fluids, Facility will ensure that the student is able to follow University guidelines that are outlined in the *Needlestick and Body-Fluid Exposures Policy for University students*. An Executive Summary of the guidelines is provided below. The guidelines stipulate that:

- a. Facility will:
 - (i) Ensure the student will be able to seek post-exposure prophylaxis (PEP) within 2 hours of exposure after the needle stick, sharps puncture, or body fluids exposure.
 - (ii) If within 30-45 minutes from San Antonio, the student obtains post exposure care from the UTHSCSA Student Health Clinic or University Hospital Emergency Room.
 - (iii) If more than 30-45 minutes from San Antonio, the student obtains post exposure care from the nearest emergency room or health care facility that can and will provide

these services.

- (iv) Facility will provide the student with the name, address, and phone number of the nearest health care facility or emergency room that can provide post-exposure prophylaxis (PEP) care. Please indicate this information below.

PEP Facility Name South Texas Health System McAllen

Address: 301 West Expressway 83

McAllen, TX 78503

PEP Facility Phone Number: 956-632-4000

- (v) The PEP facility will provide appropriate counseling at the time of the incident.

b. Student will:

- (i) The student receives PEP treatment within 2 hours of the exposure.
- (ii) If within 30-45 minutes from San Antonio, the student obtain post exposure care from the University Student Health Clinic or University Hospital Emergency Room.
- (iii) If more than 30-45 minutes from San Antonio, the student obtains post exposure care from the nearest emergency room or health care facility that can and will provide these services.
- (iv) The student will seek follow-up counseling from the University Student Health Clinic. The student will complete and submit to the Student Health Clinic an incident report form.
- (vi) Costs of services will be covered by University and the student as outlined in the Guidelines for Needlestick and body Fluid Exposures for UTHSCSA Students. **Facility is not responsible for any costs associated with PEP care.**

FACILITY

UNIVERSITY

By _____

By _____

Name: Sofia M. Peña

Jacqueline Mok, Ph.D.

Title: Board of Trustees President


Vice President for Academic, Faculty and Student Affairs

UT Health San Antonio

Date _____

Date _____

Approved as to form:

by  _____
JOHNATHAN BALL (Sep 4, 2024 11:15 CDT)
 Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Dr. Cynthia Olivarez*
Dr. Cynthia Olivarez (Sep 4, 2024 14:11 CDT)

SUPERVISOR: *Rosalba De Herrera*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Sep 4, 2024 14:38 CDT)

PROGRAM AGREEMENT IN THE ALLIED HEALTH FIELDS OF
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, &
SPEECH-LANGUAGE PATHOLOGY

This agreement is executed on September 11, 2024, between the University of Texas Health Science Center at San Antonio for and on behalf of the Programs in Occupational Therapy, Physical Therapy and Speech-Language Pathology of the School of Health Professions and McAllen Independent School District (FACILITY)

This Program Agreement is a supplement to; and is subject to all terms and conditions of the Educational Experience Affiliation Agreement between the two parties on September 11, 2024.

This Program agreement is from year-to-year unless terminated by either party upon giving six (6) months advance written notice to the other party.

This agreement designates the responsibilities of each party in the clinical education of occupational therapy (OT), physical therapy (PT), and speech-language pathology (SLP) students enrolled at the University and assigned to the Facility. Therefore, the parties to this agreement agree as follows:

Responsibilities of the University, Programs in OT, PT, and SLP:

1. Certified that students participating in the clinical experience program or doctoral capstone experience will be enrolled in the professional curriculum and will have the appropriate academic preparation stated for the particular assignment prior to arrival at the Facility.
2. Designates an OT- Academic Fieldwork Coordinator (AFWC), PT- Director of Clinical Education (DCE), and SLP- Clinical Coordinator to act as Program Liaison for each program to the Facility to coordinate, plan, monitor and evaluate the clinical education experience or doctoral capstone experience.
3. Provides the Facility with names of students, dates of assignment, clinical experience objectives, and passing criteria appropriate for the student according to their education preparation, prior to assignment at the Facility.
4. Ensures that students are covered by professional liability insurance by requiring such coverage to be a part of the registration fees paid by the student.
5. Assigns grades for the clinical course based on documentation submitted by and in consultation with the student's clinical supervisor
6. Provides consultation, information and advice to the Facility clinical educators via the DCE, AFWC, or Clinical Coordinator and Program Faculty, as need arises.
7. Criminal background checks are performed at matriculation
8. Informs students of the following STUDENT RESPONSIBILITIES in relation to the clinical affiliation experience or doctoral capstone experience. The student is responsible for:
 - a. Abiding by all pertinent rules and regulations of the Facility and its respective department (OT, PT, or SLP).
 - b. Providing their own transportation, meals, laundry, and health care needs during the clinical assignment unless specifically provided by the Facility.
 - c. Providing the Facility with documentation of immunization/health status, liability insurance coverage and, if required by Facility, personal health insurance coverage.
 - d. Arranging for living accommodations as may be required for the clinical assignment or doctoral capstone experience and the cost of such accommodations, unless specifically provided by the Facility.

Responsibilities of the Facility’s OT, PT, and SLP Department:

1. Provides learning experiences as available at the Facility with appropriate supervision, consistent with the individual student’s competency level and the Program’s clinical experience objectives or doctoral capstone experience objectives.
2. Provides clinical experiences and/or doctoral capstone experiences under the supervision of qualified personnel.
3. Provides staff and related facilities necessary to implement the clinical program.
4. Designates a Facility Center Coordinator of Clinical Education to act as Liaison to the University for communication regarding the clinical experience program and student performance.
5. Counsels students and provides written documentation of student performance and reports this on forms required by the Program.
6. Provides the Program with Facility information as required for Program accreditation and students placement.
7. The Facility retains the right to remove a student from the clinical affiliation when continuance would interfere or jeopardize the Facility’s primary responsibility of providing quality and able patient care.

Joint Responsibilities:

1. The University and Facility, through their designated Liaisons, will negotiate the number of students to be assigned and the distribution of students between divisions or units of the Facility prior to each clinical assignment period.
2. The University and Facility, through their designated OT Liaisons, will collaborate on doctoral capstone objectives and plans for mentorship prior to each doctoral capstone student.
3. The Liaisons will consult periodically to review and mutually improve the clinical education programs as needed.
4. The University and Facility agree that there will be no exchange of monies between them for said clinical experience programs.
5. Both parties shall inform each other in a timely manner of changes in either the Facility’s or Academic Program’s pertinent personnel or curriculum/programs.
6. The parties agree that under no circumstances shall any student be considered an agent or employee of the Facility.
7. It is agreed that both parties will conduct the clinical education program in a manner consistent with applicable standards of their respective accrediting agencies/bodies.

FACILITY

UNIVERSITY


By _____
 Sofia M. Peña
 Board of Trustees President

By _____
 Jacqueline Mok, Ph.D.
 Vice President for Academic, Faculty and
 Student Affairs

Date _____

Date _____

Approved as to form:

by 

 Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Dr. Cynthia Olivarez*
Dr. Cynthia Olivarez (Sep 3, 2024 14:12 CDT)

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Sep 4, 2024 09:41 CDT)



OTD Capstone Experience & Capstone Project Memorandum of Understanding

OTD Student: Delilah Silva Faculty Mentor Dr. Angie Benfield
 Doctoral Experience Site: McAllen Independent School District
 Site Mentor: Dr. Cynthia Olivarez

This Memorandum of Understanding (MOU), effective January 1, 2025 (date) between the above name OTD student, doctoral experience site mentor, and UT Health San Antonio Occupational Therapy department. This MOU includes the student's individualized learning objectives, mentoring and supervision plan, and responsibilities of all parties.

UT Health San Antonio OTD Learning Objectives:

Learning Objectives for Capstone Experience

1. Demonstrate professional behaviors, adherence to professional standards and ethics, and accept responsibility for and value professional growth and lifelong learning.
2. Demonstrate professional leadership through articulation of OT distinct values, advocacy, effective interprofessional collaboration with individuals, groups, communities, and populations.
3. Formulate and express clear and effective communication designs in professional situations, using appropriate modes of expression, documentation, teaching approaches, and interpersonal interaction.
4. Demonstrate application of in-depth knowledge related to capstone focus area through evidence-based practice.
5. Assess learning needs of individuals or groups in the context of practice, education, or program development and develop structured instructional delivery options to achieve the established learning outcomes.
6. Adapt, integrate, and facilitate distinguishing and demonstrable professional competencies including communication, teaching, and evaluation to meet the program development and evaluation needs of the capstone site.

Individualized Student Learning Objectives for Capstone Experience

1. *Gain a deeper understanding of the collaborative relationship amongst parents/families and MISD*
2. *Gain enhanced knowledge of how parents/families experience interactions between the school/family around their child's education.*
3. *Gain a deeper understanding of how school personnel support family-school partnerships.*
4. *Gain a deeper understanding of the barriers that parents/families face that prevent them from being involved in their child's education.*

Learning Objectives for Capstone Project

1. Develop a doctoral capstone project and intended project outcomes related to the doctoral

capstone experience that

- a. meets an identified need for the capstone site

reflects the literature review to include the theoretical base or model to support the project, identification of gaps in the literature, and evidence to support the project.

2. Develop a clinical or evaluation question that provides the foundation for the capstone project
3. Develop a capstone project evaluation plan with methods for data collection and analysis that will enable assessment of the project outcomes.
4. Complete the UT Health San Antonio IRB process as appropriate for the project and evaluation plan.
5. Implement the capstone project and conduct the evaluation plan within the parameters of the capstone experience.
6. Use the evaluation data to make final recommendations regarding the project.
7. Demonstrate synthesis of in-depth knowledge in the focused area of study as evidenced by
 - a. dissemination of the capstone project to the capstone site by the conclusion of the capstone experience.
 - b. successful completion of the Doctoral Capstone Project Final Report and Presentation based on the established criteria.

Individualized Student Learning Objectives for Capstone Project

1. *Analyze and evaluate existing parent education materials to rework content into knowledge that is both comprehensible and applicable for parents within the school district.*
2. *Develop modules using the Patient Activation Measure (PAM) or similar standard tools, in order to assess both understandability and actionability in family education materials.*

Plan for Supervision and Mentoring

1. The student will be supervised and mentored by the site mentor.
2. The student will only participate in activities as approved by the site mentor.
3. This doctoral capstone experience requires minimum of 14 weeks with 560-hours, which will be complete at the doctoral experience site.
4. Supervision guidelines for the provision of occupational therapy services by students by each particular state is required if the student is providing skilled occupational therapy services during the capstone experience.
5. For Advanced Clinical Practice focus: UT Health San Antonio Advanced Clinical Practice guidelines:

Week	Patient Care	Project Related
1-7	95%	5%
8-14	85-90%	10-15%

6. The site mentor will provide appropriate supervision depending on setting and activities.
7. *Other individualized supervision/mentoring plan written by site mentor in collaboration with student as needed*

Responsibilities

Student is responsible for:

- a) Collaborating with site, site mentor and faculty mentor to create individualized learning objectives for the doctoral experience
- b) Obtaining and providing resume of site mentor to Capstone Coordinator
- c) Obeying all policies and procedures of the doctoral experience site (organization)

- d) Completing student requirements of organization (background check, drug screen, etc.)
- e) Maintaining regular contact with site mentor and faculty mentor during the process
- f) Notifying the faculty mentor and Capstone Coordinator of any absences, or concerns about performance
- g) Fulfilling all duties, requirements, and assignments make by the site mentor and/or faculty mentor within time limit specified
- h) Completing 560-hours in a minimum of 14 weeks at the doctoral experience site and completing Doctoral Experience Time Log
- i) Complete and disseminate an individual doctoral capstone project that reflects synthesis of in-depth knowledge related to doctoral capstone experience and focused area of study

Faculty Mentor is responsible for:

- a) Collaborating with student and site mentor on individualized student learning objectives
- b) Mentoring students during the capstone experience & project in collaboration with the site mentor
- c) Ensure student prepares for capstone project including a literature review, needs assessment, and evaluation plan prior to commencement of the 14-week doctoral capstone experience
- d) Ensuring the selected site mentor has expertise consistent with student's area of focus
- e) Maintaining contact with capstone site and site mentor during the experience
- f) Managing the capstone project
 - a. Assuring alignment with the curriculum
 - b. Collaborating with the site and student
 - c. Assignment the Doctoral Capstone grade
- g) Collaborating with Capstone Coordinator during the process

Site Mentor is responsible for:

- a) Collaborating with student and faculty mentor to develop individualized student learning objectives, plan for supervision and mentoring, and capstone project Assign only those students who have satisfactorily complete those portions of University curriculum that are prerequisite to doctoral capstone
- b) Assure there is a signed affiliation agreement in place with the capstone experience site
- c) Provide the Capstone Site with a statement giving proof that the students are covered by professional liability insurance as requested
- d) Collaborate with faculty mentor and site mentor during capstone experience for withdrawal of students from doctoral experience, any student issues during the experience, and students who are not successful in the doctoral experience.

Authorship

Disseminating the Capstone Project through publication and/or presentation. The student, faculty mentor, site mentor, and other applicable persons will achieve consensus about authorship, i.e. order of authors in the below areas. Typically, the student will serve as first author, and the faculty mentor will serve as last author. If the student has not submitted the manuscript for publication and/or presentation after six months following graduation, the faculty mentor will take the first author place to pursue publication and/or presentation. Please circle:

Student: First Author Co-Author

Faculty Mentor: Co-Author Last Author

Site Mentor: Second Author Does not want to be included in Authorship

Ownership of Materials

Any materials developed for the capstone site will be owned by the site. Student's will include developed by and their name on the materials developed. Proper citations and permission for future use of materials will be followed.

By signing this MOU, all parties agree to the provisions above.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Alberto Canales (Sep 3, 2024 14:58 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 09:38 CDT)

Last Name	First Name	Role	Status	Campus	Certification Year
Pena	Jo	Assistant School Administrator	Certified	McAllen HS	2024-2025
Saenz	Sandra	Assistant School Administrator	Certified	AECHS	2024-2025
Leo	Melissa	Assistant School Administrator	Certified	Alvarez ES	2024-2025
Alvarado	Cristina	Assistant School Administrator	Certified	Brown MS	2024-2025
Mendez	Luis	Assistant School Administrator	Certified	Castaneda ES	2024-2025
Rodriguez	Jessica	School Administrator	Certified	Castaneda Es	2024-2025
Zavala	Justin	Assistant School Administrator	Certified	Cathey MS	2024-2025
Saenz	Yvonne	Assistant School Administrator	Certified	Cathey MS	2024-2025
Herrera	Miguel	School Administrator	Certified	Cathey MS	2024-2025
Alaniz Jr.	Ignacio	School Administrator	Certified	DeLeon MS	2024-2025
Guerra	Veronica	Assistant School Administrator	Certified	Escandon ES	2024-2025
Trdla	Teresa	School Administrator	Certified	Fields ES	2024-2025
Trevino	Nora	School Administrator	Certified	Fossum MS	2024-2025
Evans	Aida	Assistant School Administrator	Certified	Fossum MS	2024-2025
Valenzuela	Nancy	School Administrator	Certified	Garza ES	2024-2025
Lopez	April	Assistant School Administrator	Certified	Garza ES	2024-2025
Garza	Monica	School Administrator	Certified	Hendricks ES	2024-2025
Villanueva	Rachel	Assistant School Administrator	Certified	Hendricks ES	2024-2025
Cardoza	Ernesto	Assistant School Administrator	Certified	Houston ES	2024-2025
Tamez	Richard	Assistant School Administrator	Certified	I&G Center	2024-2025
Gutierrez	Fernando	School Administrator	Certified	I&G Center	2024-2025
Salinas	Erika	School Administrator	Certified	Jackson ES	2024-2025
Flores	Ana Lisa	Assistant School Administrator	Certified	Jackson ES	2024-2025
Sanchez	Nora	School Administrator	Certified	Lamar Academy	2024-2025
Babauta	Linda	Assistant School Administrator	Certified	McAllen HS	2024-2025
Gonzalez	Jessica	Assistant School Administrator	Certified	McAllen HS	2024-2025
Alaniz Lopez	Jennifer	Assistant School Administrator	Certified	McAllen HS	2024-2025
Friedlein	Stephanie	School Administrator	Certified	McAllen HS	2024-2025
Caldwell	Yvonne	School Administrator	Certified	McAuliffe ES	2024-2025
Alvarez	Pedro	School Administrator	Certified	Memorial	2024-2025

Leslee	Ramirez	Assistant School Administrator	Certified	Memorial HS	2024-2025
Castillo	Ramiro	Assistant School Administrator	Certified	Memorial HS	2024-2025
Gonzalez	Joanna	Assistant School Administrator	Certified	Memorial HS	2024-2025
Rodriguez	Cassandra	Assistant School Administrator	Certified	Memorial HS	2024-2025
Palacios	Rossi	Assistant School Administrator	Certified	Milam Es	2024-2025
Hernandez	Edna	School Administrator	Certified	Milam ES	2024-2025
Sanchez	Amanda	Assistant School Administrator	Certified	Milam ES	2024-2025
Friedlein-Garcia	Katherine	Assistant School Administrator	Certified	Morris MS	2024-2025
Garcia	Laura	Assistant School Administrator	Certified	Perez ES	2024-2025
Montes	Yesenia	Assistant School Administrator	Certified	Rayburn ES	2024-2025
Partida	Clarissa	School Administrator	Certified	Rayburn ES	2024-2025
Lara	Liza	Assistant School Administrator	Certified	RDSPD	2024-2025
Martinez	Norma	Assistant School Administrator	Certified	Roosevlet ES	2024-2025
Macias	Ruben	Assistant School Administrator	Certified	Rowe HS	2024-2025
Tamez	Sergio	Assistant School Administrator	Certified	Rowe HS	2024-2025
De La Garza	Aissa	Assistant School Administrator	Certified	Rowe HS	2024-2025
Partida	Veronica	Assistant School Administrator	Certified	Sanchez ES	2024-2025
Bzibziak	Donna	Assistant School Administrator	Certified	Seguin ES	2024-2025
Ramirez	Leonel	Assistant School Administrator	Certified	Special Education	2024-2025
Barnett-Bermea	Karla	Assistant School Administrator	Certified	Special Education	2024-2025
Gracia	Aaron	School Administrator	Certified	Travis MS	2024-2025
Garcia	Jaime	Assistant School Administrator	Certified	Travis MS	2024-2025
Flores	Karime	Assistant School Administrator	Certified	Wilson Es	2024-2025
Garcia	Erika	School Administrator	Certified	Wilson ES	2024-2025

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Alberto Canales (Sep 3, 2024 15:39 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 09:35 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Alberto Canales (Sep 3, 2024 15:39 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 09:36 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Sep 3, 2024 16:45 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Beni Gutierrez
RENE GUTIERREZ (Sep 4, 2024 09:34 CDT)

RECOMMENDED VENDORS

Request for Proposal ("RFP") 2024-1021

Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 10)

No.	Responding Supplier	City	State	Recommendation
1	Adonai Prints	Pharr	TX	Qualified
2	ASAP Printing Solutions (O'CONN LLC)	McAllen	TX	Qualified
3	GT GoldSports Trophies and Awards Co. (Joel Torres Guajardo)	McAllen	TX	Qualified
4	National School Forms Inc. (Ivy Business Forms Inc)	Brewster	NY	Qualified
5	Progress Times (Savy Publishing LLC)	Mission	TX	Qualified
6	Savy Designs (Savy Innovations)	Mission	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Elizabeth Cavazos (Sep 4, 2024 13:08 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 13:56 CDT)



**BOYS & GIRLS CLUB
OF MCALLEN**

This **written agreement** is made between **The Boys & Girls Club of McAllen (“BGCM”)** which is non-profit, community-based organization/ fiscal agent at; P.O Box 490; McAllen, Texas 78505 and **McAllen Independent School District (“District”)**, which is a local education agency located at 2000 N. 23rd, McAllen, Texas 78501.

1. **TERM:** The term of this agreement (“Agreement”) shall be for a term of one (2) years, commencing September 11, 2024 through September 30, 2026. All services must be completed during the term of the Agreement. Either party may terminate this Agreement upon thirty (30) days written notice to the other.

2. **TERMINATION OF AGREEMENT:**
BGCM shall complete all work as outlined in this Agreement included herewith. District shall have the right to terminate this Agreement without cause on thirty (30) days written notice to BGCM.
 In the event District breaches any material term of this Agreement, BGCM may terminate this Agreement upon no less than fifteen (15) days written notice.

3. **BGCM ROLES AND RESPONSIBILITIES:**
 BGCM will:
 - A. facilitate the Afterschool Program on the following campuses: Brown MS, Travis MS, Cathey MS, Morris MS, Fossum MS, Seguin Elementary, and Roosevelt Elementary.
 - B. begin programming at 3:30PM and end at 6:00PM at elementary campuses and begin programming at 4:00PM and ending at 6:00PM at Secondary campuses
 - C. ensure each center obtains necessary parental consent forms for students to participate in the Afterschool Program and ensure that a process is in place to document and address emergency situations, including an emergency readiness plan, emergency contact information, and follow-up documentation.
 - D. provide a list of participating Afterschool Program students to the District’s PEIMS/Data Clerk, as needed to generate the necessary data each semester.
 - E. abide by federal and state laws, in addition to all rules and regulations of the District with regards to student data (Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g). Student data shall be used only for the purposes of data reporting for the Afterschool Program and all grant affiliated curriculums.
 - F. ensure a 25-1 child/professional ratio at campus-based Afterschool Program Centers, and provide evidenced based curriculums under the following pillars: education, the arts, health and wellness, workforce readiness, sports and recreation.
 - G. BGCM will generate student activity reports for progress monitoring and will report findings to McAllen ISD upon request.
 - H. The site-based Afterschool coordinator for each center will have a file set up for each participating student and will maintain and safeguard all files under lock and key in the office of campus designee.
 - I. BGCM will take attendance and will report findings to McAllen ISD upon request.

4. **DISTRICT ROLES AND RESPONSIBILITIES:**
 The District will:
 - A. host learning centers at the aforementioned sites to include conducive safety spaces for learning including the use of classrooms, gym, computer lab, and outdoor learning spaces.
 - B. Offer transportation, at no cost to the student or BGCM, from the following campuses: Milam, Gonzalez, Hendricks, Sanchez, Rayburn, Perez, Mcauliffe, Castaneda, Garza, Thigpen-Zavala, and Alvarez Elementary.
 - C. ensure District personnel assists BGCM’s Project Director, Site Coordinators, and Grant Compliance Officer with required data collection, reporting, compliance, and evaluation processes for PEIMS.
 - D. assist in publicizing, recruiting and retaining a maximum of one hundred twenty (125) students for each assigned center for afterschool services.

- E. integrate the Afterschool Enrichment Program and Afterschool Services into the District's campus improvement plans; and coordinate tutorial services with BGCM teams on site to achieve the most academically appropriate outcomes for students.
- F. provide demographic information regarding individual students who participated in the Afterschool Enrichment Program for the purpose of grant compliance, if requested by BGCM each semester. Demographic information includes Social Security / PEIMS numbers, unique state ID, Gender, Birth Date, and Ethnicity.
- G. provide, in a manner consistent with federal and state law, aggregate information regarding the educational outcomes of students who participated in the Afterschool Enrichment Program. Information regarding educational outcomes includes information relating to student academic achievement, grades, graduation rates, school attendance, standardized test scores, disciplinary actions, and receipt of special education services.
- H. nothing in this memorandum of understanding may be construed to require the District to collect or maintain additional information regarding student participating in the Texas ACE Program or allow the release of information regarding an individual student in a manner not permitted under the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g) or other state or federal law.

5. COST FOR SERVICES:

All services by District and BGCM will be at no charge to either party.

A \$25 membership fee per semester will be incurred by each participant at the following campuses: Seguin, Roosevelt, Cathey, Morris, and Fossum.

Travis MS and Brown MS participants will incur no cost for participation as they are privately sponsored.

6. INDEPENDENT CONTRACTOR AND HOLD HARMLESS AGREEMENT:

District and **BGCM** are independent contractors and shall be solely responsible for payment of their employees and shall provide, if required, workmen's compensation and public liability insurance to protect themselves from liability for injuries or damages to their employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local government entity by reason of employment.

BGCM 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 BGCM's performance under this Agreement or any action, activity or omission incident thereto. Such indemnification shall include but not 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 BGCM's performance under this Agreement.

7. CRIMINAL BACKGROUND CHECK:

Pursuant to Texas Education Code Section 22.0834, BGCM shall obtain criminal history record information that relates to an employee, application for employment, agent or subcontractor of BGCM 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. BGCM shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process is followed.

BGCM 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." BGCM's violation of this section shall constitute a material breach of contract. If BGCM is the person or 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 Agreement.

8. 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. District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA)

9. CONFIDENTIALITY. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE:

BGCM shall comply with all requirements set forth by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the requirements for Electronic Data Interchange (EDI) and Privacy.

10. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this Agreement.

IN WITNESS WHEREOF The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

FISCAL AGENT




Dalinda Gonzalez-Alcantar
Chief Executive Officer

DISTRICT

Sofía M. Peña
Board President

Approved as to form:

by:  _____
JOHNATHAN BALL (Sep-4, 2024 11:58 CDT)
Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

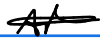
Rene Gutierrez
RENE GUTIERREZ (Sep 4, 2024 13:57 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Debra Loya (Sep 3, 2024 11:34 CDT)

SUPERVISOR: 
Alberto Canales (Sep 3, 2024 12:43 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 3, 2024 15:33 CDT)

Recommended Vendors
 Request for Proposal No. 2022-1025
 Fine Arts Equipment, Supplies, Related Products, and Services (Round 19)

No.	Vendor Name	City	State	Recommendation
1	Gandy Ink (G&G Investments Inc)	San Angelo	TX	Recommended
2	Champion Teamwear (It's Greek To Me, Inc)	Manhattan	KS	Recommended
3	MGM Printing (Martin Macias)	McAllen	TX	Recommended
4	Norcostco Inc	Dallas	TX	Recommended
5	Washington Music Center (Washington Music Sales Center, Inc.)	Wheaton	MD	Recommended

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

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

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Sep 4, 2024 15:01 CDT)



Report Regarding
McAllen ISD
Advanced Placement and
International Baccalaureate Programs
September 10, 2024

The McAllen ISD Advanced Placement Program provides the opportunity to

Build skills and confidence.

- Students develop essential time management and study skills needed for college and career success.
- Students engage deeply subjects that interest them and learn to tap their creativity and their problem-solving skills in the course

Stand out to colleges.

- Students who take AP courses send a signal to colleges that they're serious about their education and that they're willing to challenge themselves with rigorous coursework.
- 85% of top colleges and universities report that a student's AP coursework favorably impacts admission decisions.

Succeed in college.

- Students who receive a **score of 2 on their AP Exams are ready for college work.**
- Students who receive a score of 3 or higher on AP Exams typically experience greater academic success in college and have higher graduation rates than their non-AP peers.
- 3 out of 4 AP students enrolled in a four-year college start school with some AP credit.

Save time and money in college.

- Students who take AP courses and exams are more likely than their peers to complete a college degree on time, which means they avoid paying for additional years of tuition.
- Most colleges and universities nationwide offer college credit, advanced placement, or both for qualifying AP Exam scores. This can mean:
 - Fulfilling graduation requirements early
 - Being able to skip introductory courses or required general education courses
 - Earn a double major, or graduate early and continue to an advanced degree
 - Have time to participate in internships or study abroad programs.



67 Teachers

MISD Data for Advanced Placement

Advanced Placement Program (AP)

School Year	Number of AP Courses	Number of AP Students	Number of Exams Taken	Number AP Capstone Diplomas	Scores 3,4,5	Percent 3,4,5
2020-2021	25	2,011	3,718	11	832	22%
2021-2022	26	2,142	3,848	8	1,265	33%
2022-2023	26	2,175	3,720	4	1,172	31%
2023-2024	31	2,334	4,235	16	1,576	37%
2024-2025	29 offered 31 tested	2,185	Registration Deadline 11/15/2024	TBA	TBA	TBA

2024 Score Summary
 32% - 1
 31% - 2 (College Ready)
 37% - 3,4,5 (College Credit)

College Credit Hours:
 4,728 Credit Hours
 x \$367 (UTRGV/1 credit cost) =
\$1,735,176 potential tuition savings

District Cost
\$532,594
 Exam Fees = \$252,594
 Textbook fees/licenses = \$200,000
 Teacher Training, Extra Duty Pay = \$80,000

The McAllen ISD International Diploma

Programme provides students the opportunity to:

- drive their own learning through standard and higher-level course selection and focused approaches to learning.
- develop skills through IB academic courses, the IB Core and projects such as research skills, learning across disciplines, critical thinking, solving complex problems, practice asking and answering challenging questions.
- develop second language skills and/or earn a Bilingual Diploma.
- show colleges and universities- academic stamina, intellectual breadth and depth, and development academic writing skills in 6 subject groups. Study subjects at a very deep and advanced level, 3-4 courses must be taken at the HL level.
- earn college credit
 - for exam scores 4 – 7
 - at least 24 hours for the IB Diploma
 - up to 12 additional Spanish credits for IB Bilingual Diploma

MISD Data for International Baccalaureate

International Baccalaureate Diploma Program (DP)

School Year	Number of IB DP Courses	Number of IB DP Students	Number of IB Exams Taken	Number of Scores 4-7	Percent 4-7	Number of IB Bilingual Diplomas	Number of IB Diplomas	Diploma Pass Rate
2020-2021	22	82	660	513	78%	19	64	78%
2021-2022	23	71	579	537	93%	17	65	92%
2022-2023	20	62	496	401	81%	26	52	84%
2023-2024	20	68	547	477	87%	22	54	79%
2024-2025	20	55	440	TBA	TBA	TBA	TBA	TBA

2024 Score Summary
0% - 1
18% 2-3
82% - 4-7
24 points required for the IB Diploma

College Credit Hours:
 1,728 Credit Hours
 x \$367 (UTRGV/1 credit cost) =
\$634,176 potential tuition savings

District Cost
\$83,950
 Exam Fees = \$53,550
 Textbook, fees/licenses = \$20,400
 Teacher Training, Extra Duty Pay = \$10,000

Advanced Placement and International Baccalaureate Programs

- Both provide rigorous college level coursework and end of year assessments, as well as potential college credit.
- Both are very reliable measures of a student's potential to succeed in a demanding university environment.
- Both provide college credit. Students can be academically efficient and maximize their time, pursue double majors or minors, provide increased time for research projects, internships, work or study abroad experiences.
- Both provide additional diploma opportunities. AP Capstone Diploma, IB Diploma, IB Bilingual Diploma
- AP is flexible - students can pick and choose the courses each year, beginning in 9th grade.
- IB is a comprehensive program requiring full commitment to the program, beginning in 9th grade..
- McAllen ISD provides both programs at no cost to families.
- MISD provides highly qualified and supported teachers to teach these rigorous classes and provide students a safe and nurturing environment to develop their college readiness skills.

Thank you to all in MISD who support the AP and IB Programs.


- All Campus Staff, Central Office Administration
- Advanced Academic Services
- Assessment Office
- Bilingual Department
- Business Operations Department
- Counseling and Guidance
- Content Coordinators
- Facilities, Maintenance and Operations
- Food Service
- Instructional Materials Department
- Special Education/504 Department
- State and Federal Department
- Technology Department
- Transportation Department




**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
LEO SANCHEZ (Sep 4, 2024 15:27 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 15:48 CDT)

Gleim Virtual Cockpit®
BATD (FAA-Approved)

Estimated Cost: \$8,499.95
(each)

Quantity: 3

Total Cost: \$25,499.85

- Description: This FAA-approved flight simulation system, powered by X-Plane 11, replicates a Cessna 172 SP. It includes a high-performance PC, three 27” monitors, a 24” touchscreen instrument panel, a 22” instructor operating station, Honeycomb yoke, rudder pedals, and additional accessories. The system is designed to enhance student proficiency in flight training, directly aligning with our grant’s objectives.
- These purchases are outlined in Attachment B (Grant Narrative) and Attachment C (Work Plan), which describe the use of flight simulators to teach aviation fundamentals.

Grant Objectives:


- Acquiring the Gleim Virtual Cockpit® BATD systems will directly support our aviation program by providing students with hands-on experience using cutting-edge technology. This aligns with the grant’s goal of enhancing student engagement and fostering innovative teaching methods, ultimately preparing students for careers in aviation.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: _____



SUPERVISOR: Jeanette Nino (Sep 4, 2024 13:39 CDT)

Sep 4, 2024

Approved for presentation to the Board of Education:



RENE GUTIERREZ (Sep 4, 2024 13:57 CDT)

MCALLEN I.S.D.'S APPROACHES TO LEADERSHIP AND LEARNING MODEL

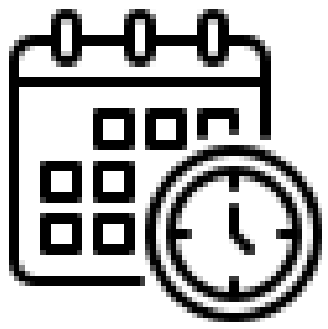
Tuesday, September 10, 2024

Presented by:
Jeanette C. Nino
Associate Superintendent

Background and Purpose

- **The opportunity to rebrand our District's mission, vision, and values with the support of new leadership;**
- **Collaborate by sharing how each student matters and has the opportunity to thrive at our District;**
- **Simplify in communicating WHO WE ARE as a school community.**





Timeline

Meeting #1 August 26, 2024

- Purpose
- Share timeline of work for project completion;
- Allow reminder of time for subcommittees to work on completing first goal;
- Share committee work with Dr. Gutierrez to seek feedback for next meeting.

Meeting #2 September 3, 2024

- Share feedback provided with each subcommittee;
- Work collaboratively as one large group to develop the District's Customer Service Beliefs;
- Share committee work with Dr. Gutierrez to solicit feedback for next meeting.

Meeting #3 September 5, 2024

- Finalize plans for school board presentation scheduled for Tuesday, September 10, 2024 and for the upcoming Principal's meeting scheduled for Thursday, September 12, 2024.



Committee Members

**GOALS =
AWARENESS
&
Mission and
Vision**

**Team #1
Lead:
Patty Pena**

- Miguel Herrera
- Teresa Trdla
- Diana Pena

**STRATEGIES=
PURSUIT**

**Team #2
Lead:
Richard Roberts**

- Elizabeth Cavazos

**EFFECTIVE
SCHOOLS MODEL =
OUTCOMES**

**Team #3
Lead:
Lisa Saenz**

- Jenny Ann Vega
- Alfredo Gutierrez



Goals

1. Student Achievement/Student Focus

2. People Development

3. Facility Priorities

4. Financial Priorities

WE ARE **ALL**⁺ IN!



Vision

The McAllen Independent School District is an inclusive community where all students are empowered to reach their full potential.



Mission

The McAllen Independent School District educates all students to be creative and digital thinkers who impact a global society.

WE ARE **ALL**⁺ IN!

Strategies

Strategy 1: Communication



We will effectively and continuously communicate and market the district's mission, strengths, successes and diverse opportunities for every learner.

Strategy 2: Experienced Staff



We will attract, recruit, develop and retain high quality staff

Strategy 3: Culture



We will foster a secure, supportive, rigorous and engaging learning environment.

Strategy 4: Learning Experiences



We will utilize national and global standards to customize learning for every learner.

Strategy 5: Partnerships



We will develop and strengthen bonds with the business, education, and civic community to provide engaging learning opportunities.

Strategy 6: Preparedness



We will foster principled students who learn, adapt, and innovate in response to their ever-changing environment.

Strategy 7: Fiscal Responsibility



We will conduct a budget development, implementation, and monitoring process that reflects sound business and fiscal practices that support district goals.

Successful Schools Model

Academic Achievement

Community Engagement

High Expectations

Future Focused

Effective Leadership

Safe Facilities

Teamwork

McALLEN ISD

Goals

1. Student Achievement/Student Focus
2. People Development
3. Facility Priorities
4. Financial Priorities

WE ARE ALL IN!

McALLEN ISD

Strategies

- Strategy 1: Communication**
We will effectively and continuously communicate and model the district's vision, strength, successes and diverse opportunities for every learner.
- Strategy 2: Experienced Staff**
We will attract, recruit, develop and retain high quality staff.
- Strategy 3: Culture**
We will foster a vibrant, supportive, rigorous and engaging learning environment.
- Strategy 4: Learning Experiences**
We will utilize national and global standards to customize learning for every learner.
- Strategy 5: Partnerships**
We will develop and strengthen bonds with the business, education, and civic communities to provide engaging learning opportunities.
- Strategy 6: Preparedness**
We will foster principled students who learn, adapt, and innovate in response to their ever-changing environment.
- Strategy 7: Fiscal Responsibility**
We will conduct a budget development, implementation, and monitoring process that reflects sound business and fiscal practices that support district goals.

WE ARE ALL IN!



McALLEN ISD

Successful Schools Model

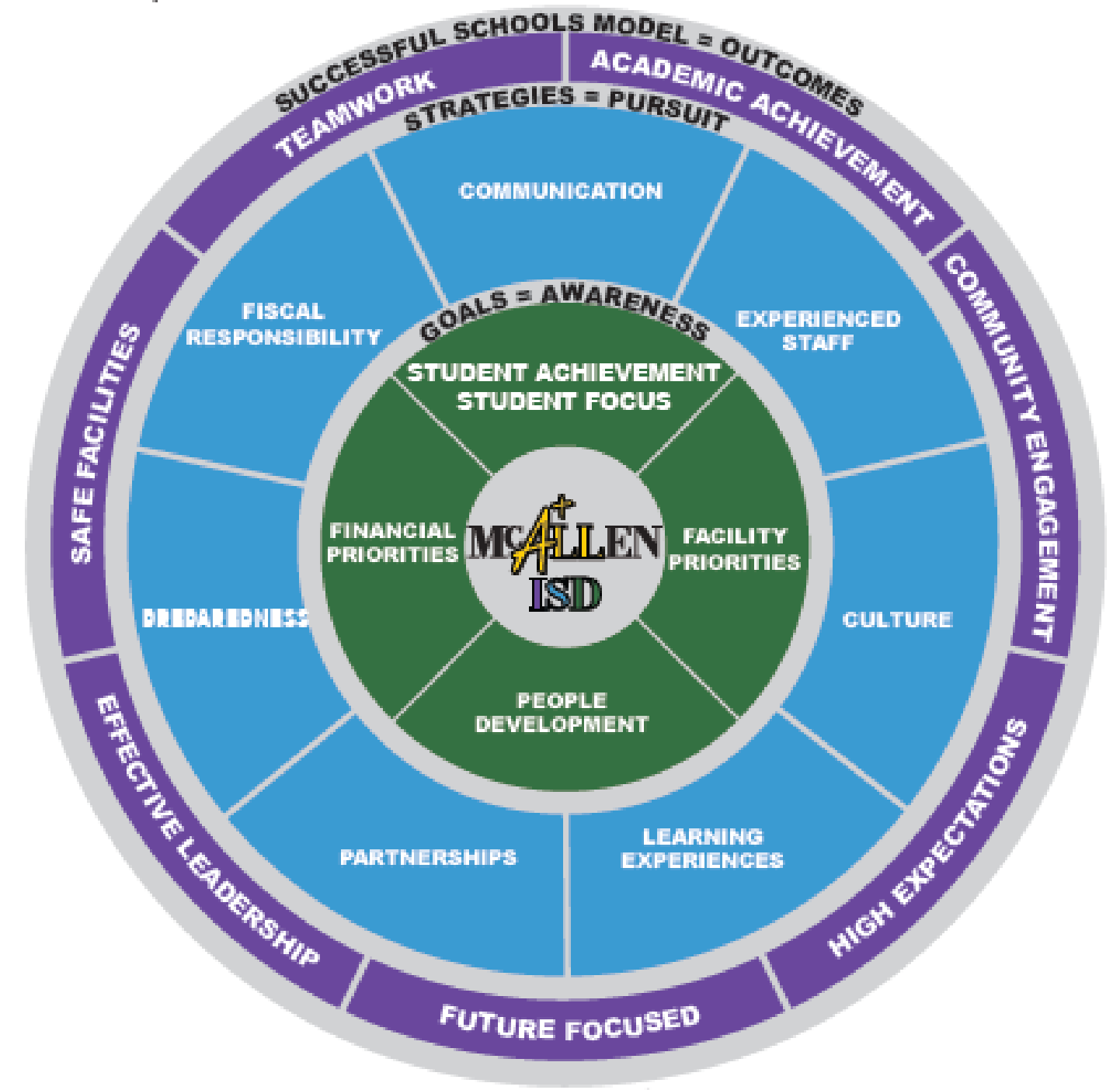
- Academic Achievement
- Community Engagement
- High Expectations
- Future Focused
- Effective Leadership
- Safe Facilities
- Teamwork

WE ARE ALL IN!

McALLEN ISD LEADERSHIP MODEL

MISSION
The McAllen Independent School District educates all students to be creative and digital thinkers who impact a global society.

VISION
The McAllen Independent School District is an inclusive community where all students are empowered to reach their full potential..



WE ARE ALL IN!

McALLEN
INDEPENDENT SCHOOL DISTRICT

CUSTOMER SERVICE STANDARDS

"Your Child is Family"

THE 5 DOMAINS

- **SELF AWARENESS** – Having a deep knowledge of yourself and understanding of your beliefs, values, emotions, fears, joys, strengths, weaknesses, ambitions and how they affect others.
- **SELF REGULATION** – The ability to manage disruptive emotions and impulses and maintain composure.
- **MOTIVATION** - The desire or willingness of someone to do something. Passionately, loving work and achievements for their own sake.
- **EMPATHY** - The ability to be sensitive to other people's emotions. To be able to imagine what someone might be feeling or thinking.
- **SOCIAL SKILLS** - Ability to build positive relationships and trust with others by communication and interactions, and able to mobilize them for collective good.

COURTESY & RESPECT

- Treat customers with respect and dignity.
- Be polite, calm, and understanding.
- Be a good listener.
- Be courteous and respectful.

GREETING & COMMUNICATION

- Greet customers with a smile and make eye contact.
- Speak in a pleasant tone of voice and in a friendly manner.
- Be mindful of non-verbal communication (facial expression and body language).
- Be a good listener and attend to customer needs.
- Be open and honest.

GO THE EXTRA MILE

- Assume responsibility for assisting and directing customers.
- Answer phone calls as promptly as possible.
- Don't leave customers waiting. Acknowledge them as soon as possible.
- Return phone calls promptly.

ENVIRONMENT

- Create a safe work environment.
- Create a neat and clean work environment. Avoid mess and clutter.
- Create an inviting and family-friendly environment.
- Appearance is important. Dress in a professional manner.

OUR VISION

The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.

OUR MISSION

The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.

PHONE ETIQUETTE

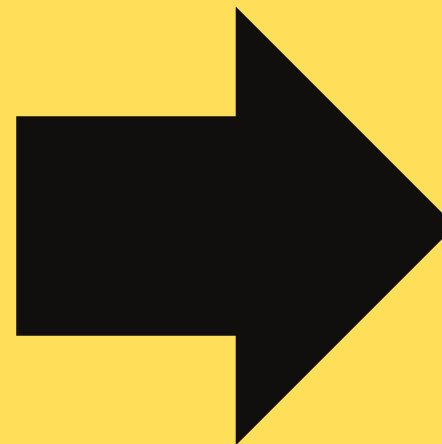
Helpful Tips to ensure customer service:

- Greet customers with the uniform McAllen ISD greeting of: 'Good Morning/Afternoon! Thank you for calling McAllen ISD. This is _____ (office or school), _____ (name) speaking. How may I help you?'
- Put a "smile" in your voice.
- Be responsive, empathetic and understanding.
- Answer questions. Be knowledgeable about information pertaining to your campus or department.
- Maintain a professional tone of voice.
- Address callers in a professional manner such as Mr., Mrs., Sir, Ma'am.
- Be respectful and allow the caller time to speak.

E-MAIL ETIQUETTE

Always be professional when communicating through email. Helpful Tips:

- Acknowledge all received e-mails.
- Provide your contact information in your signature.
- Stay positive and professional in your messages.
- Avoid all caps and red print.
- Use correct grammar and review email before sending.
- Don't e-mail when angry or upset.
- Never email confidential or sensitive information.



McALLEN ISD

Customer Service Beliefs

ALL Voices Matter

ALL Minds Engaged

ALL Hearts Connected

ALL Barriers Removed

ALL Students Succeed

WE ARE **ALL** IN!

A⁺ APPROACHES TO LEADERSHIP & LEARNING



Goals

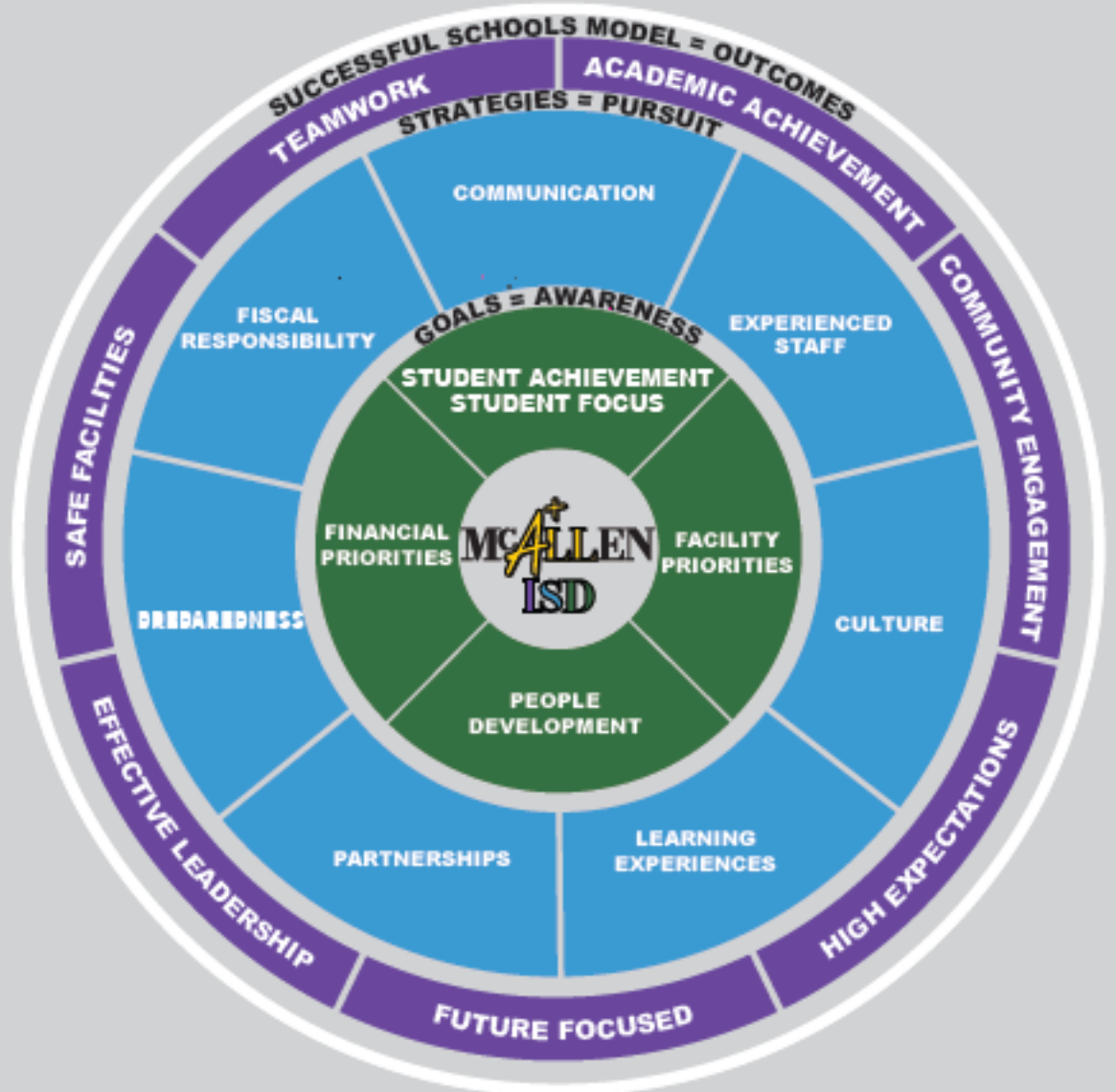
1. Student Achievement/Student Focus
2. People Development
3. Facility Priorities
4. Financial Priorities

Strategies

- Strategy 1: Communication
We will effectively and cost wisely communicate and market the district's vision, strengths, success and diverse opportunities for every learner.
- Strategy 2: Experienced Staff
We will attract, recruit, develop and retain high quality staff.
- Strategy 3: Culture
We will foster a secure, supportive, rigorous and engaging learning environment.
- Strategy 4: Learning Experiences
We will align national and global standards to customize learning for every learner.
- Strategy 5: Partnerships
We will develop and strengthen bonds with the business, education, and civil community to provide engaging learning opportunities.
- Strategy 6: Preparedness
We will foster resilient students who learn, adapt, and innovate to succeed in their ever-changing world.
- Strategy 7: Fiscal Responsibility
We will promote prudent management, implementation, and monitoring processes that reflect sound business and fiscal practices that support district goals.

Vision
The McAllen Independent School District is an inclusive community where all students are empowered to reach their full potential.

Mission
The McAllen Independent School District educates all students to be creative and digital thinkers who impact a global society.



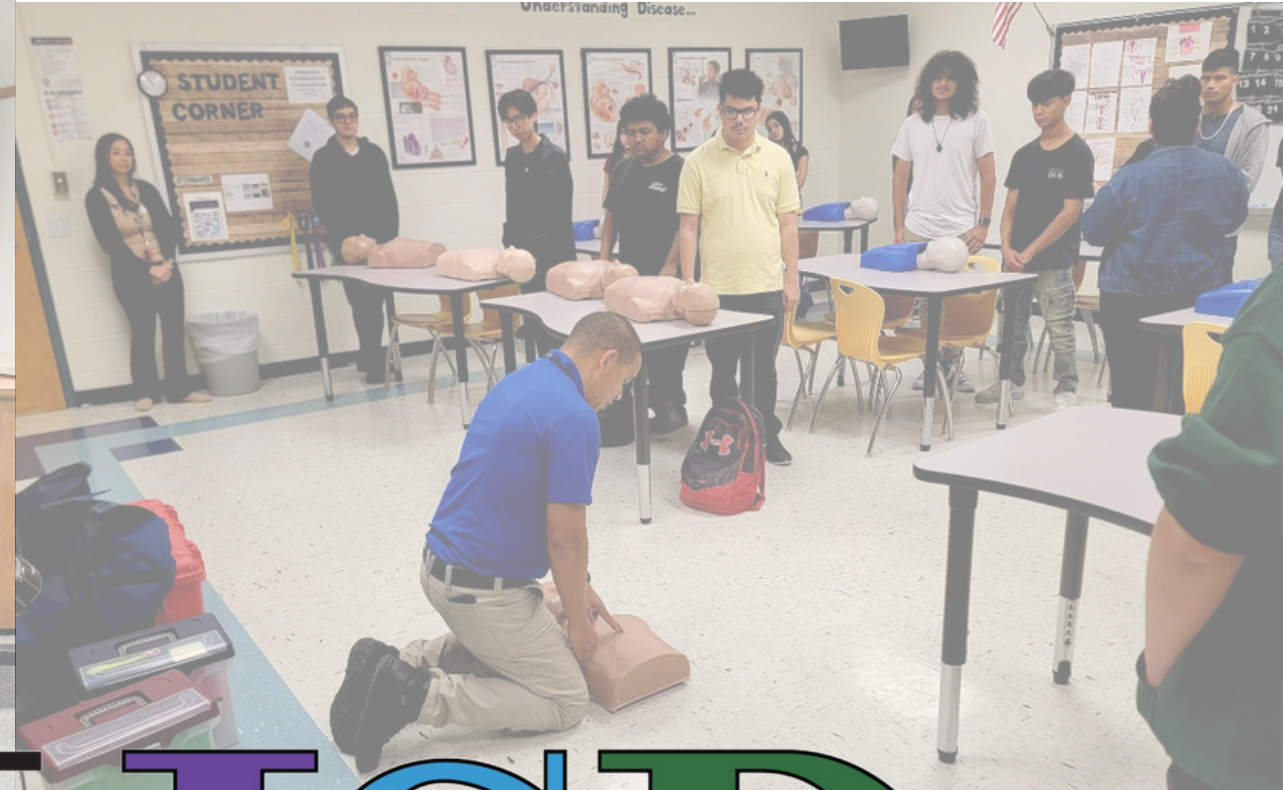
Successful Schools Model

- Academic Achievement
- Community Engagement
- High Expectations
- Future Focused
- Effective Leadership
- Safe Facilities
- Teamwork

Customer Service Beliefs

- ALL Voices Matter
- ALL Minds Engaged
- ALL Hearts Connected
- ALL Barriers Removed
- ALL Students Succeed

WE ARE **A⁺ ALL IN!**



MCALLEN ISD

WE ARE ALL IN!

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Alberto Canales (Sep 3, 2024 15:11 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 09:37 CDT)

(LOCAL) Policy Action List

MCALLEN ISD (108906)

BBB(LOCAL): BOARD MEMBERS - ELECTIONS

BBG(LOCAL): BOARD MEMBERS - COMPENSATION AND EXPENSES

BDAA(LOCAL): OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDD(LOCAL): BOARD INTERNAL ORGANIZATION - ATTORNEY

BED(LOCAL): BOARD MEETINGS - PUBLIC PARTICIPATION

BJCD(LOCAL): SUPERINTENDENT - EVALUATION

BQA(LOCAL): PLANNING AND DECISION-MAKING PROCESS - DISTRICT-LEVEL

BQB(LOCAL): PLANNING AND DECISION-MAKING PROCESS - CAMPUS-LEVEL

CDC(LOCAL): OTHER REVENUES - GIFTS AND SOLICITATIONS

CE(LOCAL): ANNUAL OPERATING BUDGET

CO(LOCAL): FOOD AND NUTRITION MANAGEMENT

CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT

CQ(LOCAL): TECHNOLOGY RESOURCES

CRB(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - LIABILITY INSURANCE

CVA(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE BIDDING

CVB(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE SEALED PROPOSALS

CW(LOCAL): NAMING FACILITIES

DC(LOCAL): EMPLOYMENT PRACTICES

DCD(LOCAL): EMPLOYMENT PRACTICES - AT-WILL EMPLOYMENT

DCE(LOCAL): EMPLOYMENT PRACTICES – OTHER TYPES OF CONTRACTS

DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN

DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

(LOCAL) Policy Action List

MCALLEN ISD (108906)

DK(LOCAL): ASSIGNMENT AND SCHEDULES

DNA(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS

DNB(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF CAMPUS ADMINISTRATORS

EHAD(LOCAL): BASIC INSTRUCTIONAL PROGRAM - ELECTIVE INSTRUCTION

EHBC(LOCAL): SPECIAL PROGRAMS – COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

EI(LOCAL): ACADEMIC ACHIEVEMENT

EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS

EIC(LOCAL): ACADEMIC ACHIEVEMENT - CLASS RANKING

EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION

FD(LOCAL): ADMISSIONS

FDA(LOCAL): ADMISSIONS - INTERDISTRICT TRANSFERS

FDB(LOCAL): ADMISSIONS - INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FEE(LOCAL): ATTENDANCE - OPEN/CLOSED CAMPUS

FFA(LOCAL): STUDENT WELFARE – WELLNESS AND HEALTH SERVICES

FFAA(LOCAL): WELLNESS AND HEALTH SERVICES - PHYSICAL EXAMINATIONS

FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT

FL(LOCAL): STUDENT RECORDS

FM(LOCAL): STUDENT ACTIVITIES

FMG(LOCAL): STUDENT ACTIVITIES - TRAVEL

FMH(LOCAL): STUDENT ACTIVITIES – COMMENCEMENT

FNCA(LOCAL): STUDENT CONDUCT – DRESS CODE

FNF(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - INVESTIGATIONS AND SEARCHES

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

(LOCAL) Policy Action List

MCALLEN ISD (108906)

GE(LOCAL): RELATIONS WITH PARENT ORGANIZATIONS

GKB(LOCAL): COMMUNITY RELATIONS - ADVERTISING AND FUNDRAISING

GKD(LOCAL): COMMUNITY RELATIONS - NONSCHOOL USE OF SCHOOL FACILITIES

GKG(LOCAL): COMMUNITY RELATIONS – SCHOOL VOLUNTEER PROGRAM

PROPOSED REVISIONS

Membership	The Board shall consist of seven members.
Method of Election	Election of Board members shall be by place.
Election Date	General election of Board members shall be on the May uniform election date.
Terms and Election Schedule	Board members shall be elected for four-year terms, with elections conducted biennially, as follows:
Places 1, 2, 4, and 5	The election for places 1, 2, 4, and 5 shall be held in 2019, 2023, 2027, 2031, 2035 and in four-year intervals thereafter.
Places 3, 6, and 7	The election for places 3, 6, and 7 shall be held in 2021, 2025, 2029, 2033, and in four-year intervals thereafter.
Method of Voting	To be elected, a candidate must receive more votes than any other candidate for the place.
Plurality	

PROPOSED REVISIONS

**Expense
Reimbursement**

An amount for Board member travel expenses shall be approved in the budget each year.

Prior Approval

A Board member shall be reimbursed for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board. ~~so long as the Board has taken action to authorize the travel expenses in advance. The Board may also approve reimbursement of travel expenses when a Board member travels without prior approval if the Board considers the travel to have been necessary.~~

Travel Expenses

Payment for authorized and documented travel expenses shall be made in accordance with legal requirements by either of the following two methods:

1. Reimbursement, not to exceed the allowable rates, for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals, and other incidental expenses.
2. Advancement of a set amount for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals, and other incidental expenses. Any excess over actual allowable expenses shall be refunded to the District.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

**Documentation
Required**

For any authorized expense incurred, the Board member shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with procedures applicable to employee expense reimbursement.

PROPOSED REVISIONS

Board Officers	The Board shall elect a President, a Vice President, a Secretary, and an Assistant Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by majority vote of the members present and voting.
Vacancy	A vacancy among officers of the Board shall be filled by majority action of the Board.
Term and Duties	Board officers shall serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.
President	In addition to the duties required by law, the President of the Board shall: <ol style="list-style-type: none">1. Preside at all Board meetings unless unable to attend.2. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
Vice President	The Vice President of the Board shall: <ol style="list-style-type: none">1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.2. Become President only upon being elected to the position.
Secretary	The Secretary of the Board shall: <ol style="list-style-type: none">1. Ensure that an accurate record is kept of the proceedings of each Board meeting.2. Ensure that notices of Board meetings are posted and sent as required by law.3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.4. Sign or countersign documents as directed by action of the Board.
Assistant Secretary	The Assistant Secretary of the Board shall:<ol style="list-style-type: none">1. In the absence of the President, Vice President, and Secretary, call the meeting to order and act as presiding officer.2.5. Act in the capacity of and perform the duties of the Secretary in the event of the absence or incapacity of the Secretary.

PROPOSED POLICY

In-House Counsel

The Board shall employ an attorney or attorneys, as necessary, to serve as the District's in-house counsel and representative in matters requiring legal services. The District shall establish protocols for channeling staff requests for legal advice from the in-house counsel.

Outside Counsel

The Board shall have final authority to retain outside counsel. In consultation with the Superintendent, the District's in-house counsel may make recommendations to the Board regarding retention of an attorney or attorneys to represent the District in legal matters. ~~, as necessary, to serve as the District's legal counsel and representative in matters requiring legal services.~~ Services to be performed and reasonable fees and expenses to be paid by the District to outside counsel shall be set forth in writing between the Board and the attorney or attorneys.

When seeking advice or information from the District's outside counsel, ~~Individual individual~~ Board members shall channel ~~legal~~ inquiries through the District's in-house counsel, Superintendent, or Board President, or Board's designee as appropriate, ~~when seeking advice or information from the District's legal counsel.~~

A staff request for legal advice from the District's ~~legal~~ outside counsel must be submitted through the District's in-house counsel or Superintendent.

Report of Legal Advice

Advice from legal counsel shall be reported to the Board upon request of the Board or when deemed necessary by the District's in-house counsel, Superintendent, or Board President or Board's designee.

PROPOSED REVISIONS

Limit on Participation

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment

~~Regular Meetings~~

At ~~regular~~ all Board meetings, ~~the Board shall permit~~ public comment shall be limited to, ~~regardless of whether the topic is an item~~ s on the agenda posted with notice of the meeting.

~~Special Meetings~~

~~At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.~~

Procedures

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board.

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed two minutes per meeting.

Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA

- Student or parent complaints: FNG
- Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

PROPOSED REVISIONS

**Evaluation
Instrument**

~~The instrument used to evaluate the Superintendent shall be based on the Superintendent's job description [see BJA(LOCAL)] and performance goals and shall be adopted by the Board.~~

Written Evaluation

The Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals.

The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in closed meeting, unless the Superintendent requests that the discussion be open.

Objectives

~~The Board shall strive to accomplish the following objectives in conducting the Superintendent's written evaluation:~~

- ~~1. Clarify to the Superintendent his or her role, as seen by the Board.~~
- ~~2. Clarify to Board members the Superintendent's role, according to the Board's written criteria, as expressed in the Superintendent's job description and the District's goals and objectives.~~
- ~~3. Foster an early understanding among new Board members of the evaluation process and the Superintendent's current performance objectives and priorities.~~
- ~~4. Develop and sustain a harmonious working relationship between the Board and the Superintendent.~~
- ~~5. Ensure administrative leadership for excellence in the District.~~

Informal Evaluation

The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.

PROPOSED POLICY

Leaders in Education Assembly for the District of McAllen	<p>In compliance with law, the District shall establish the Leaders in Education Assembly for the District of McAllen (committee) to advise the Board or its designee in establishing and reviewing the District improvement plan [see BQ], as well as the District's educational goals, performance objectives, and major District-wide classroom instructional programs.</p> <p>The committee shall approve District-wide staff development. [See DMA]</p>
Board's Designee	<p>The Superintendent shall serve as the Board's designee and shall regularly consult with the committee.</p>
Meetings	<p>The chairperson of the committee shall set its agenda and shall schedule at least two meetings per year, including the public meeting required by law.</p>
Communications	<p>The Superintendent shall ensure that the District-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.</p>
Composition	<p>The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.</p>
Selected Representatives	<p>Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.</p>
<i>Parents</i>	<p>The committee shall include at least two parents of students currently enrolled in the District. The Superintendent shall, through various channels, inform all parents of District students about the committee's duties and composition and shall solicit volunteers.</p>
<i>Community Members</i>	<p>The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.</p>

PLANNING AND DECISION-MAKING PROCESS
DISTRICT-LEVEL

BQA
(LOCAL)

<i>Business Representatives</i>	<p>The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.</p>
Professional Staff Elections	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the total professional staff representation on the committee and shall be nominated and elected by classroom teachers assigned to each respective campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by the campus-based nonteaching professional staff.</p> <p>At least one District-level professional representative, other than the Superintendent, shall be nominated and elected by the District-level professional staff.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on a ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
Terms	<p>All representatives shall serve staggered two-year terms and shall be limited to two consecutive terms on the committee.</p>
Vacancy	<p>A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.</p>

PROPOSED POLICY

**Campus Site-Based
Decision-Making
Committee**

In compliance with law, each campus shall establish a campus-level committee to ensure that effective planning and site-based decision-making occur to direct and support the improvement of student performance for all students. The committees shall assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.

Each committee shall assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus staff development needs identified in the campus improvement plan [see BQ and DMA].

Meetings

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

Communications

The principal shall ensure that the campus-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.

Composition

The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

**Selected
Representatives**

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

Parents

The committee shall include at least two parents of students currently enrolled in the District. The principal shall, through various channels, inform all parents of campus students about the committee's duties and composition and shall solicit volunteers.

*Community
Members*

The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

PLANNING AND DECISION-MAKING PROCESS
CAMPUS-LEVEL

BQB
(LOCAL)

<i>Business Representatives</i>	<p>The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives do not need to reside in or operate businesses in the District.</p>
Professional Staff Elections	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the professional staff representation on the committee and shall be nominated and elected by all professional staff assigned to the campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by all professional staff assigned to the campus.</p> <p>At least one District-level professional representative shall be nominated and elected by District-level professional staff.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on the ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
Terms	<p>All representatives shall serve staggered two-year terms and shall not be limited as to the number of consecutive terms they may serve on the committee.</p>
Vacancy	<p>A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.</p>

PROPOSED REVISIONS

Note: For purposes of this policy, the terms “gift” and “donation” have the same meaning.

Unsolicited Gifts

Authority to Accept

The Board delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District’s use for a specified purpose, or any gift of real property, shall require Board approval.

Once accepted, a gift becomes the sole property of the District.

Criteria for Acceptance

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

1. Has a purpose consistent with the District’s educational philosophy, goals, and objectives;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;
5. Requires employment of additional personnel;
6. Requires or implies the endorsement of a specific business or product [see GKB for advertising opportunities];
7. Would result in inequitable funding, equipment, or resources among District schools or programs;
8. Obligates the District or a campus to engage in specific actions; or
9. Affects the physical structure of a building or would require extensive maintenance on the part of the District.

~~No donation shall be used to alter or modify any District-owned property or facility without prior approval from the Superintendent or designee.~~

Solicitations

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

with relevant state and federal law and any District administrative regulations.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District.

Web-Based
Solicitations

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor before using the name or image of the District, a campus, or any student.

PROPOSED REVISIONS

Fiscal Year	The District shall operate on a fiscal year beginning July 1 and ending June 30.
Budget Planning	Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.
Budget Meeting	<p>The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows:</p> <ol style="list-style-type: none">1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.
Authorized Expenditures	The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.
Budget Amendments	The Board shall amend the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.
Fund Balance	<p><u>To keep the District in a strong financial position, it is the goal of the Board to maintain a fund balance of the general operating fund at an adequate level.</u></p> <p><u>The District shall strive to maintain an assigned and unassigned fund balance in the general operating fund at or near three months' operating expenditures.</u></p>

If the Board determines that this level of fund balance is not obtainable in the proposed budget under consideration, it shall be the goal of the Board to reach this level within a specified period of time, not to exceed three years.

~~The District shall strive to maintain a balance in the general fund that closely approximates the optimum fund balance amount prescribed by TEA, as reported in the annual financial and compliance report.~~

~~Fund balances shall be comprised of several components, as prescribed by GASB Statement 54:~~

- ~~• Nonspendable fund balance;~~
- ~~• Restricted fund balance;~~
- ~~• Committed fund balance;~~
- ~~• Assigned fund balance; and~~
- ~~• Unassigned fund balance.~~

~~By resolution, the Board may commit a portion of the fund balance for a specific purpose. The committed portion of the fund balance should be spent for the purposes specified; however, the commitment may be amended by the Board at any time.~~

~~The Superintendent or designee shall be authorized to assign a portion of the fund balance as may be required to meet the financial needs of the District.~~

PROPOSED REVISIONS

Food Donation

The Superintendent shall be authorized to develop regulations for the District to donate or otherwise dispose of leftover food in accordance with law.

~~Limitations on Food and Beverage Fundraising~~

~~All food and beverages that are made available for sale through any fundraising activity, whether on or off campus, shall meet federal and state guidelines [see also FFA], with the exception of:~~

- ~~1. Items sold at six events annually designated to occur after the end of a school day or on a weekend; and~~
- ~~2. Concessions at extracurricular activities.~~

Classroom Celebrations

~~The District shall only allow a campus to offer and sell store-bought food and beverages to students at classroom celebrations on the last Friday before the winter break and on a second celebration day to be determined by the campus principal and reported to the assistant superintendent for instructional leadership or designee. No party shall be allowed to replace established meal services and meal times.~~

~~During the approved classroom celebrations, all campuses shall:~~

- ~~1. Comply with requirements established by the health departments of Hidalgo County and the City of McAllen;~~
- ~~1. Be aware of medical conditions and food allergens; and~~
- ~~2.1. Take any necessary precautions, including staff training.~~

PROPOSED REVISIONS

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

Local Government Records Act

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The ~~Superintendent~~ director for student operations shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023 and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

**Records Control
Schedules**

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

**Records Destruction
Practices**

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

PROPOSED REVISIONS

(See page 2)

Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

Availability of Access

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

Access to the District’s technology resources, including the internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited Personal Use

Limited personal use of the District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District’s technology resources; and
3. Has no adverse effect on an employee’s job performance or on a student’s academic performance.

Use by Members of the Public

Access to the District’s technology resources, including the internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District’s technology resources.

Acceptable Use

The Superintendent shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District’s technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Artificial Intelligence Employees and students shall be permitted to explore artificial intelligence (AI) and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. [See Academic Dishonesty at EIA(LOCAL)] Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See FFH, FFI, and the FO series]

Internet Safety

The Superintendent shall develop and implement an internet safety plan to:

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

Filtering

Each District computer with internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent.

The Superintendent shall enforce the use of such filtering devices. Upon approval from the Superintendent, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

Monitored Use

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

Disclaimer of Liability

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the internet.

Record Retention

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

Electronically Signed Documents

At the District's discretion, the District may make certain transactions available online, including student admissions documents, student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

DELETE POLICY

**Trustees and
Employees**

The District shall purchase insurance as provided in CRB(LEGAL) to fund the cost of litigation to protect the District, its employees, and Trustees who are exposed to individual liability by virtue of their official duties. [See CRB(LEGAL)]

Tort Claims

In addition, the District shall purchase insurance to protect the District and employees from liability under the Tort Claims Act. [See CRB(LEGAL)]

PROPOSED REVISIONS

Specifications

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

Bid Process

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

Safety Record

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

PROPOSED REVISIONS

Specifications	The Superintendent or designee shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.
Process	All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.
Withdrawal and Late Proposals	Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.
Proposal Acceptance	The District may reject any and all proposals.
Safety Record	If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

PROPOSED REVISIONS

(See page 2 & 3)

The final decision on the naming of schools, other facilities, and any part of a school or facility rests with the Board.

Procedures

The Board shall announce at a regular Board meeting the intent to name a new school, an athletic facility, a school wing, a library, or another facility. The Board shall invite the community to submit nominations to the Superintendent for a period of not less than 30 days before any action is taken by the Board to name the facility.

Citizens, local clubs, staff, students, and Board members may submit nominations, which must be in writing and should include, as applicable, biographical data, significant contributions and accomplishments, and a summary statement supporting the nomination.

The Board may appoint a committee of citizens to review all nominations for the naming of schools and other facilities and may make recommendations to the Board based on the criteria outlined in this policy.

A unanimous vote by the Board is required to approve naming any facility after a living person; a majority vote is required for all other types of names.

No facility that has been named for a person shall be renamed without a unanimous vote by the Board.

Requirements

An unnamed existing facility or an unnamed part of an existing school or facility may be named for a living or deceased person who:

1. Has made exceptional contributions locally or nationally and distinguished himself or herself in education, service to the District, or service to the community;
2. Represents exemplary qualities and can serve as a model of excellence to students who attend the school or use the facility;
3. Has distinguished himself or herself in the military by demonstrating patriotism, loyalty, and exemplary citizenship; or
4. Has served in a position of leadership and service worthy of commemorating including, but not limited to, involvement in education, service, arts, or government.

NAMING FACILITIES

CW
(LOCAL)

Alternatively, an unnamed existing facility or an unnamed part of an existing school or facility may be named for a local, state, or national geographic area.

Athletic Facilities

In addition to the requirements established in this policy for naming a facility after a person, a person whose name is considered for a sports complex or another athletic facility shall:

1. Have made significant contributions to the athletic program; and
2. Have coached or participated in a District sport for which the facility will be used.

Wings and Annexes

In addition to the requirements established in this policy for naming a facility after a person, a person whose name is considered for a wing, annex, or any other facility shall have made significant contributions to the programs that use the facility to be named.

Recognition

The District shall display in a key location an appropriate picture of the person after whom the school or facility has been named, along with a biography of the person, so that students, staff, visitors, and the general public may learn the origin of the school's or the facility's name.

Construction Plaques

~~The District shall affix to a building or other District facility a construction plaque when the building/facility is new, when there is a major addition to a building/facility, or when a building/facility is remodeled.~~

~~The Superintendent and the campus principal shall determine the exact location of the plaque on the building/facility.~~

~~The plaque shall include the following information:~~

- ~~1. Name of the school, building, or other facility.~~
- ~~2. Name of the District.~~
- ~~3. Names and offices held by the Superintendent and the members of the Board who were serving on the date the architectural contract was awarded.~~
- ~~4. Date the construction was completed.~~

Dedication Ceremonies

~~A new school building shall be dedicated at an appropriate ceremony conducted as soon as possible after occupancy.~~

Other Permanent Structures

Only the Board shall approve the installation of any permanent structure, such as a statue, at an individual school. ~~[See FM for approval of school colors and mascots]~~

School Colors and
Mascots

The Board shall approve for each individual campus a nickname, mascot, insignia, or emblem, as well as official school colors, as applicable.

PROPOSED REVISIONS

Personnel Duties The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

Employing-Related Employees ~~The District shall, in all cases, observe fair and equitable hiring practices. Each staff member responsible for employment in the District, including any employee responsible for recommending the employment of applicants, shall avoid any act or practice that may be interpreted as preferential consideration to another employee or to a potential employee and shall not be authorized to hire or recommend for employment any person who is related to that staff member within the third degree by consanguinity or the second degree by affinity [see DBE]. The Board may, upon recommendation from the Superintendent, make an exception to this prohibition when the Board decides that doing so would serve the best interest of the District.~~

Employment of Contractual Personnel The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for employment of all contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel **Note:** For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis, ~~except that the Board retains the final authority for employment and dismissal of any person in a position of director, executive director, assistant superintendent, or associate superintendent who is hired on an at-will basis.~~ [See DCD]

**Employment
Assistance
Prohibited**

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

PROPOSED REVISIONS

Personnel not hired under a contract shall be employed on an at-will basis.

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

Progressive Discipline

Purpose

~~In the exercise of the progressive discipline process, the District's values of honesty, ethical behavior, and mutual respect should guide the content, presentation, and handling of all disciplinary situations and actions. Through a careful review process, the Superintendent intends to maintain objectivity, fairness, and consistency in the District's progressive discipline process.~~

~~Poor job performance, unacceptable or unprofessional behavior, policy violations, negative attendance trends, illegal or unethical actions, and/or misconduct shall be considered as a few examples but shall not be interpreted as an all-inclusive list of actions that may result in disciplinary action, up to and including termination.~~

~~Various types of disciplinary actions may be taken in order to help an employee assume responsibility and modify and correct unacceptable performance, behavior, or actions. The alternatives available, ranging from counseling to termination of employment, shall be dependent on the severity or recurring nature of the violation or behavior. Misconduct deemed sufficiently serious, including criminal and gross or ethical misconduct, may result in an employee's immediate termination of employment.~~

~~The District reserves the right to move to a higher level of the progressive discipline process, to suspend an employee without pay, or to demote an employee to a lower pay grade until sustained satisfactory performance or satisfactory behavior is achieved.~~

~~The employee shall always be asked to sign the warning documents to demonstrate that he or she had a discussion with the employee's supervisor. A signature is not intended to imply or indicate agreement of the issues noted. An employee may submit within ten business days of the applicable "step" meeting a rebuttal statement to his or her supervisor to explain the employee's point of view.~~

Process

~~No prior disciplinary action shall be a prerequisite for another disciplinary action, including termination of employment. The progressive discipline process shall be used according to the following "step" processes when appropriate in the judgement of the assistant superintendent for human resources or designee, except in certain cases, for example in cases of criminal, gross, or ethical misconduct.~~

~~Step One:
Counseling and
Verbal Warning~~

~~This step shall create an opportunity for the immediate supervisor to schedule a meeting with the employee to bring attention to the existing unacceptable performance, conduct, or behavior issue. The supervisor should discuss with the employee the nature of the problem and clearly describe expectations and required steps the employee must take to improve upon the problem and sustain the improvements. Within ten District business days of this meeting, the supervisor shall prepare written documentation of the Step One meeting.~~

~~Step Two:
Written Warning~~

~~Although the District hopes that the employee will promptly correct issues noted in the Step One meeting, the District recognizes that this may not always occur. The Step Two written warning involves more formal documentation of the unacceptable situation and consequences of continued unacceptable actions or behavior. A warning outlining additional disciplinary actions the employee may be subject to, up to and including termination, should be included in the written warning document.~~

~~During the Step Two meeting, the immediate supervisor shall meet with the employee to review any additional incidents or information, as well as prior relevant corrective action plans. The supervisor shall be encouraged to coordinate in advance with the human resources director about the situation and next steps. Management shall outline the consequences for the employee of his or her continued failure to meet performance or behavior expectations. Within ten District business days of this meeting, the supervisor shall prepare written documentation of the Step Two meeting.~~

~~A growth plan may be issued that lists the required immediate and sustained corrective actions. If issued, a plan shall be issued within ten District business days of the Step Two meeting.~~

~~Step Three: Final
Written Warning~~

~~If performance or behavior does not improve on a sustained basis, the immediate supervisor shall conduct a Step Three meeting with the employee and the human resources director. The employee shall be issued his or her final written warning during this meeting. The documentation shall include copies of previous warnings, indicate specific areas in which the employee must improve, and specify the time period in which the employee must make the necessary and sustained improvements.~~

~~Step Four:
Recommendation for
Termination of
Employment~~

~~The last and most serious step in the progressive discipline process is a recommendation for termination of employment. When making a recommendation for termination of employment, the supervisor shall be responsible for providing the human resources department copies of supporting documentation pertaining to all actions taken to date to correct or modify the employee's actions, performance, or behavior. Recommendations for termination of~~

~~employment shall be reviewed and approved by the office of human resources, legal counsel, and the Superintendent prior to termination.~~

~~The termination meeting shall include informing the employee of his or her appeal rights and procedures.~~

Severe or Dangerous Actions

~~There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be temporary removal of the employee from the workplace so that an investigation may be conducted. When immediate action is necessary to ensure the safety of the employee or others, the supervisor shall immediately contact the human resources director or assistant superintendent for human resources.~~

Dismissal

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

Appeal of
Employment
Actions

A dismissed employee may appeal the dismissal in accordance with DGBA(LOCAL).

ADD POLICY

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Termination During
Contract Term**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period.

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

PROPOSED REVISIONS

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. Any pay adjustments for individual employees shall be determined within the approved budget following established procedures.

Midyear Pay Increases

Contract Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements.]

Noncontract Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

During an emergency closure, all ~~full-time~~ employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools.]

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

Premium Pay
During Disasters

All Nonexempt employees who are required to work to mitigate the reason for an emergency closing shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

PROPOSED REVISIONS

(See pages 3 & 6)

Leave Administration	The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.
Definitions	The term "immediate family" is defined as:
Immediate Family	<ol style="list-style-type: none">1. Spouse.2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands <i>in loco parentis</i>.3. Parent, stepparent, parent-in-law, or other individual who stands <i>in loco parentis</i> to the employee.4. Sibling, stepsibling, and sibling-in-law.5. Grandparent and grandchild.6. Any person residing in the employee's household at the time of illness or death.
	For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).
Family Emergency	The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.
Leave Day	A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.
School Year	A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.
Catastrophic Illness or Injury	A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions

relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Local Leave

Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

Extended Sick Leave

After all available paid leave days and any applicable compensatory time have been exhausted, a full-time employee shall be granted in a school year a maximum of 30 leave days of extended sick leave to be used on consecutive workdays and only for the employee's own personal illness or injury, including pregnancy-related illness or injury.

A written request for extended sick leave must be accompanied by medical certification of the illness or injury.

Extended sick leave shall be unpaid leave.

Sick Leave Pool

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's ~~spouse, parent, or child~~ immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Mental Health Leave

A District peace officer or a full-time District telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requestor;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Line of Duty Illness
or Injury Leave of
Absence**

Following a leave of absence with full pay as required by law, the police officer may use accumulated leave in accordance with administrative guidelines. The District shall not extend the leave of absence for a police officer's line of duty illness or injury.

**Family and Medical
Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for
Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or
Reduced Schedule
Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of
Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty
Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of
Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

**Temporary Disability
Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Payment for
Accumulated Leave
Upon Retirement**

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District shall be eligible for payment for accumulated state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
- ~~4-2.~~ [The employee is retiring under the Teacher Retirement System of Texas \(TRS\).](#)
- ~~2-3.~~ The employee has been employed by the District for at least the last eight consecutive years.

The employee shall receive payment for each day of accumulated state and local leave, to a maximum of 75 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

When a person who meets all eligibility criteria for this benefit dies while employed by the District, the District shall make the applicable payment to the estate of the deceased employee.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Neutral Absence
Control**

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

PROPOSED REVISIONS

(See page 2)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with the DIA series.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with the DIA series.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with the DIA series.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

	<p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.</p>
<p>Direct Communication with Board Members</p>	<p>Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.</p>
<p>Formal Process</p>	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
<p>Freedom from Retaliation</p>	<p>Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.</p>
<p>Whistleblower Complaints</p>	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]</p>
<p>Complaints Against Supervisors</p>	<p>Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.</p>
<p>General Provisions Filing</p>	<p>Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee and the human resources department by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.
Response	At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Representative	<p>"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</p>
Audio Recording	As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p> <p>The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.</p>

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three

presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

PROPOSED REVISIONS

(See pages 1, 4 & 5)

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action. [See CKE [series](#)]
2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	<p>An employee shall not engage in prohibited harassment, including sexual harassment, of:</p> <ol style="list-style-type: none">1. Other employees. [See DIA]2. Students. [See FFH; see FFG regarding child abuse and neglect.] <p>While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.</p> <p>An employee shall report child abuse or neglect as required by law. [See FFG]</p>
Relationships with Students	<p>An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]</p> <p>As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]</p>
Tobacco and E-Cigarettes	An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]
Alcohol and Drugs / Notice of Drug-Free Workplace	<p>As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.</p> <p>An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:</p> <ol style="list-style-type: none">1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug,

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

hallucinogen, stimulant, depressant, amphetamine, or barbiturate.

2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee [for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:](#)

1. [Crimes involving school property or funds;](#)
2. [Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;](#)

3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI) or driving under the influence (DUI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

PROPOSED REVISIONS

Superintendent's Authority

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

Assignment of Relatives

No employee shall be assigned to a position in which he or she would supervise or would otherwise be directly ~~or indirectly~~ responsible for the evaluation of a member of his or her immediate family, as defined in DEC(LOCAL). ~~any person related to the employee.~~

~~For purposes of this policy, a relative shall be defined as the employee's spouse, child, parent, sibling, grandchild, mother or father in law, brother or sister in law, aunt, uncle, niece, or nephew.~~

Campus Assignments

The principal's criteria for approval of campus appointments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve appointments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

Supplemental Duties

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Work Calendars and Schedules

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

PROPOSED REVISIONS

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

A teacher who is a member of a campus cohort participating in the teacher incentive allotment program shall be appraised annually.

All other District teachers shall be appraised annually unless they -

Exception

~~Teachers who~~ are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual *Eligibility*

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Hold SBEC certification;
3. Be assigned in his or her certification area;
4. Have been employed by the District for at least three years;
5. Have served at the current campus for at least two years; and
6. Have overall teaching experience of at least ~~ten~~-10 years.

Frequency

Eligible teachers shall be appraised every three years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Annual Review Process

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

PROPOSED REVISIONS

Principals	The District shall appraise principals using the Texas Principal Evaluation and Support System (T-PESS) in accordance with law and administrative regulations.
Other Campus Administrators	The appraisal system used for campus administrators other than principals shall be determined by each administrator's position and job responsibilities and shall consist of either a local appraisal system developed in accordance with law and administrative regulations or a modified version of the T-PESS.
Frequency	District principals and other campus administrators shall be appraised annually.
Employment Decisions	When relevant to the decision, written evaluations of a professional employee's performance, as documented to date, and any other information the administration determines to be appropriate shall be considered in decisions affecting contract status.
Exception	Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.

DELETE POLICY

Hunter Education

Hunter education instructors shall be permitted to bring unloaded firearms onto school premises for instructional purposes upon strict compliance with the following procedures:

1. The instructor shall obtain written authorization from the campus principal listing each time a firearm will be brought onto school premises. This authorization shall include both the instructor's and the principal's names and signatures; specify the number, types, and serial numbers of firearms to be used for instructional aides; and indicate when the firearms may be used and when they must be removed from campus.
2. The instructor shall carry the authorization when firearms are on school premises.
3. A copy of each authorization shall be maintained on file in the campus administrative office.
4. The instructor shall ensure that no live ammunition is brought onto school premises.

Notification

The principal shall notify local law enforcement officials when a hunter education program is offered at the campus and that instructors are authorized to be in possession of unloaded firearms on school premises.

PROPOSED REVISIONS

Additional Definitions of At- Risk Student

In addition to applying state criteria, the District shall classify as “at risk” any student who:

1. Receives services from supplementary/intervention programs;
or
- ~~2. Is performing at least two years below grade level in mathematics or reading;~~
- ~~3. Has been psychologically, sexually, or physically abused;~~
- ~~4.~~2. Has been absent more than ~~ten~~ 10 days in a semester.;
- ~~5. Has earned a passing score on a state-mandated assessment that is not more than ten percent above the state established passing standard; or~~
- ~~6. Has identified himself or herself as a gang member.~~

As permitted by law, the District shall use compensatory education funds to provide services to such students. [See EHBC(LEGAL)]

PROPOSED REVISIONS

**Certificate of
Coursework
Completion**

The District shall issue a certificate of coursework completion to a student who has successfully completed state and local credit requirements for graduation but has failed to meet all applicable state testing requirements. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only half of a course and the combined grade for both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

Credentialing

The District shall award credit for a credentialed lower-level course in a language other than English (LOTE) on a pass/fail basis if a student completes the higher-level LOTE course with an overall grade of 70 or higher or earns credit for the higher-level LOTE course through credit by examination.

PROPOSED REVISIONS

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

~~A student who has a grade of "Incomplete" at the end of a grading period, and who is eligible under the grading guidelines to redo an assignment or retake a test, shall complete all work, including any retest, within two school days after the end of the grading period in order to replace the "Incomplete" grade.~~

Progress Reporting

The District shall issue grade reports/report cards every six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the third week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.

~~Each elementary school teacher shall make a good faith effort to have a conference with parents at least once each year and shall have additional conferences as needed. Each secondary school teacher shall make a good faith effort to have a conference with parents of any student who is having difficulties in class.~~

**Student
Responsibility**

~~District students shall be expected to take individual responsibility for all class assignments, projects, and examinations and to do their own work unless a teacher has made specific provisions for working cooperatively in pairs or in groups.~~

**Academic
Dishonesty**

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, [the use of artificial intelligence to complete an assignment in part or in whole unless approved by the classroom teacher](#), and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students, [or the use of an artificial intelligence detection tool selected by the District](#).

PROPOSED REVISIONS

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

~~The District shall admit persons who are at least age 21 and under age 26 for the purpose of completing the requirements for a high school diploma.~~

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

Students Not Enrolled

A student enrolled in another public school district or a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

“Accredited” Defined

For the purposes of this policy, “accredited” shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information

to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

PROPOSED REVISIONS

Authority

The Superintendent ~~or designee~~ is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

A resident student who becomes a nonresident during the course of a semester shall be permitted to continue in attendance for the remainder of the semester.

Transfer Requests

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.

~~In approving or denying an interdistrict transfer, the Superintendent or designee shall consider the student's disciplinary history and attendance records, as well as:~~

- ~~• Building capacity;~~
- ~~• Enrollment levels at each campus, in each grade level, and in each program;~~
- ~~• Growth projections;~~
- ~~• Teacher allocations;~~
- ~~• Allocations of other professional staff; and~~
- ~~• Other criteria applicable to individual campuses.~~

~~Revocation of Transfer~~

~~A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.~~

~~The effective date of the revocation shall be set in accordance with the written transfer agreement. Written notification of any interdistrict transfer revocation shall be sent to the district of residence.~~

Tuition

If the District charges tuition, the amount shall be set by the Board, within statutory limits.

ADMISSIONS
INTERDISTRICT TRANSFERS

FDA
(LOCAL)

Waivers	The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]
Nonpayment	The District may initiate withdrawal of students whose tuition payments are delinquent.
Transportation	The District shall not provide transportation for interdistrict transfer students, except as required by law.
UIL Eligibility	Eligibility for participation in UIL activities shall be determined in accordance with applicable UIL rules.
Appeals	Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

PROPOSED REVISIONS

	<p>A student shall be assigned to a school in the feeder pattern that serves the attendance zone <u>area</u> in which he or she resides.</p>
Students Who Engage in Bullying	<p>The Board or the Board's designee may transfer a student who has engaged in bullying in accordance with FDB(LEGAL) and FFI.</p>
Class Changes	<p>The campus principal shall be authorized to investigate and approve the transfer of a student from one classroom to another on that campus.</p>
Transfers Between Schools	<p>The Superintendent shall be authorized to investigate and approve or deny transfers between schools, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.</p>
Transfer Requests	<p>A resident student wishing to transfer to another school within the District shall file an application for transfer with the Superintendent or designee.</p>
Factors	<p>Approval or denial of a request for an intradistrict transfer shall be based on consideration of the student's disciplinary history and attendance records, as well as:</p> <ul style="list-style-type: none">• Building capacity;• Enrollment levels at each campus, in each grade level, and in each program;• Growth projections;• Teacher allocations;• Allocations of other professional staff; and• Other criteria applicable to individual campuses.
Renewal of Transfer	<p>Once the District has approved a student's transfer request, the approval shall automatically renew each year. The student shall be allowed to continue enrollment at the receiving school until he or she has completed the highest grade level offered at that school, except as provided at REVOCATION OF TRANSFER, below.</p>
Change of Residence Within the District	<p>A student who moves from one attendance zone to another within the District during a school year shall be granted, upon request, an intradistrict transfer to complete that school year at the same school before being reassigned to the school serving the attendance zone of the new residence. However, the student and parent shall be required to complete a written intradistrict transfer agreement, and the REVOCATION OF TRANSFER provisions of this policy shall apply.</p>

**Changes in
Attendance Zones**

~~When the Board approves changes to District attendance zone boundaries, students shall attend the schools specified. Exceptions shall be granted as follows:~~

- ~~1. A student attending a high school at the time of zone boundary changes shall be granted, upon request, an intradistrict transfer to continue enrollment at that high school until graduation.~~
- ~~2. If the school year is in progress at the time of the zone boundary changes, an elementary or middle school student shall be granted, upon request, an intradistrict transfer to complete the current year at that same school.~~

**Revocation of
Transfer**

~~An intradistrict transfer student shall be notified in the written intradistrict transfer agreement that he or she must follow all rules and regulations of the District, including those for student conduct and attendance, and that violation of the District's rules and regulations may result in revocation of the intradistrict transfer agreement. The effective date of the revocation will be set in accordance with the written transfer agreement.~~

Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

DELETE POLICY

**Leaving Campus
During Lunch Time**

No student shall be permitted to leave campus during lunch except as approved by the principal, on a case-by-case basis in response to a parent's written request.

All Students

Students who leave campus during lunch or at any other time without administrative approval shall be subject to disciplinary action in accordance with the Student Code of Conduct.

PROPOSED REVISIONS

The District shall support the general wellness of all students by implementing ~~measureable~~ measurable goals to promote sound nutrition, physical activity, and student health and to reduce childhood obesity.

[See EHAA for information regarding the District's coordinated school health program.]

Development, Implementation, and Review of Guidelines and Goals

The local school health advisory council (SHAC), on behalf of the District, shall review and consider evidence-based strategies and techniques and shall develop nutrition guidelines and wellness goals as required by law. In the development, implementation, and review of these guidelines and goals, the SHAC shall permit participation by parents, students, representatives of the District's food service provider, physical education teachers, school health professionals, members of the Board, school administrators, and members of the public.

[See BDF for required membership of the SHAC.]

Wellness Plan

The SHAC shall develop a wellness plan to implement the District's nutrition guidelines and wellness goals. The wellness plan shall, at a minimum, address:

1. Strategies for soliciting involvement by and input from persons interested in the wellness plan and policy;
2. Objectives, benchmarks, and activities for implementing the wellness goals;
3. Methods for measuring implementation of the wellness goals;
4. The District's standards for foods and beverages provided, but not sold, to students during the school day on a school campus; and
5. The manner of communicating to the public applicable information about the District's wellness policy and plan.

The SHAC shall review and revise the plan on a regular basis and recommend revisions to the wellness policy when necessary.

Nutrition Guidelines

Foods and Beverages Sold

The District's nutrition guidelines for reimbursable school meals and all other foods and beverages sold or marketed to students during the school day shall be designed to promote student health and reduce childhood obesity and shall be at least as restrictive as federal regulations and guidance, except when the District allows an exemption for fundraising activities as authorized by state and federal rules. [See CO and FJ]

Foods and
Beverages Provided

The District shall establish standards for all foods and beverages provided, but not sold, to students during the school day. These standards shall be addressed in the District's wellness plan.

Wellness Goals

Nutrition Promotion
and Education

The District shall implement, in accordance with law, a coordinated school health program with a nutrition education component. [See EHAA] The District's nutrition promotion activities shall encourage participation in the National School Lunch Program, the School Breakfast Program, and any other supplemental food and nutrition programs offered by the District.

The District establishes the following goals for nutrition promotion: The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings.

~~1. The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings.~~

~~2. The District shall share educational nutrition information with families and the general public to promote healthy nutrition choices and positively influence the health of students.~~

The District establishes the following goals for nutrition education: The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors.

~~1. The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors.~~

~~2. The District shall make nutrition education a District wide priority and shall integrate nutrition education into other areas of the curriculum, as appropriate.~~

Physical Activity

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades. [See BDF, EHAA, EHAB, and EHAC]

The District establishes the following goals for physical activity: The District shall make appropriate before-school and after-school physical activity programs available and shall encourage students to participate.

~~1. The District shall provide an environment that fosters safe, enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.~~

	<p>2.—The District shall provide appropriate staff development and encourage teachers to integrate physical activity into the academic curriculum where appropriate.</p> <p>3.—The District shall make appropriate before school and after school physical activity programs available and shall encourage students to participate.</p> <p>4.—The District shall encourage students, parents, staff, and community members to use the District's recreational facilities, such as tracks, playgrounds, and the like, that are available outside of the school day. [See GKD]</p>
Other School-Based Activities	<p>The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to promote and express a consistent wellness message through other school-based activities: <u>The District shall allow sufficient time for students to eat meals in cafeteria facilities that are clean, safe, and comfortable.</u></p> <p>1.—The District shall allow sufficient time for students to eat meals in cafeteria facilities that are clean, safe, and comfortable.</p> <p>2.—The District shall promote wellness for students and their families at suitable District and campus activities.</p> <p>3.—The District shall promote employee wellness activities and involvement at suitable District and campus activities.</p>
Implementation	<p>The District's health and wellness <u>school health advisory council</u> coordinator shall oversee the implementation of this policy and the development and implementation of the wellness plan and appropriate administrative procedures.</p>
Evaluation	<p>The District shall comply with federal requirements for evaluating this policy and the wellness plan.</p>
Public Notification	<p>The District shall annually inform and update the public about the content and implementation of the wellness policy, including posting on its website copies of the wellness policy, the wellness plan, and the required implementation assessment.</p>
Records Retention	<p>The District shall retain all the required records associated with the wellness policy, in accordance with law and the District's records management program. [See CPC and FFA(LEGAL)]</p>

PROPOSED REVISIONS

**Tuberculosis
Screening**

~~All students entering District schools for the first time in any grade shall provide evidence of having received a tuberculosis screening in accordance with regional and county health department guidelines.~~

**Required Medical
Clearance**

Prior to participating in a designated University Interscholastic League (UIL) program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination annually and shall submit a statement from an authorized health-care provider indicating that the student has been examined and medically cleared to participate in the program.

Additional Screening

The District may provide additional screening as District and community resources permit.

Referrals

Parents of students identified through any screening programs as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies.

Notice of Lice

A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.

PROPOSED REVISIONS

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request and with a physician's written orders, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

Athletic Program

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and
2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

~~Off-Campus~~

~~Authorized and trained individuals may administer an unassigned epinephrine auto-injector to a person experiencing anaphylaxis at an off-campus school event or while in transit to or from a school event when an unassigned epinephrine auto-injector is available.~~

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine auto-injectors at each campus, ~~at off-campus events, and while in transit to and from a school event.~~

Notice to Parents

In accordance with law, the District shall provide notice of the policy to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

Opioid Antagonist

This provision shall be applicable to every campus.

On Campus

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

Maintenance, Availability, Training, and Reporting

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

PROPOSED REVISIONS

(See pages 1 & 5)

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The ~~Superintendent~~ principal is custodian of all records for currently enrolled students. The ~~Superintendent~~ director of student operations is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any accelerated education plan developed for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.

- b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]
- c. Immunization records. [See FFAB]
- 6. Attendance records.
- 7. Student questionnaires.
- 8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
- 9. Verified reports of serious or recurrent behavior patterns.
- 10. Copies of correspondence with parents and others concerned with the student.
- 11. Records transferred from other districts in which the student was enrolled.
- 12. Records pertaining to participation in extracurricular activities.
- 13. Information relating to student participation in special programs.
- 14. Records of fees assessed and paid.
- 15. Records pertaining to student and parent complaints.
- 16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents

may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;

4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within 10 District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within 10 District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and
2. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes — all District publications and announcements — directory information shall include student name, photograph, date of birth, honors and awards, dates of attendance, grade level, most recent school previously attended, enrollment status, participation in officially recognized activities and sports, and weight and height of members of athletic teams, ~~and student identification numbers or identifiers that cannot be used alone to gain access to electronic education records.~~

All Other Purposes

For all other purposes, directory information shall include student name, honors and awards, grade level, enrollment status, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

PROPOSED REVISIONS

Extracurricular Activity Absences

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board. ~~A student shall be allowed in a school year a maximum of ten extracurricular absences not related to post-district competition; however, a student shall be allowed unlimited absences for participation in post-district, state, or national competition.~~

The District shall not limit an eligible student's absences related to participation in extracurricular activities. [See FM(LEGAL)]

[For eligibility of a student enrolled in another public school district or of a private school student, including a homeschool student, to participate in extracurricular activities, see FD(LOCAL).]

Exemptions from 'No Pass, No Play' Rule

~~The principal shall grant an exemption to the 'no pass, no play' rule that would normally require a suspension from extracurricular activities when a student receives a grade below 70 in a course or subject under the following conditions:~~

- ~~1. The class has been identified as an honors course, in accordance with state rules;~~
- ~~2. The student's grade in the course is not below 65;~~
- ~~3. The student submits to the principal a written request for the exemption on a form provided by the District; and~~
- ~~4. No other exemption from the 'no pass, no play' rule has been approved for the student in the same semester.~~

Use of District Facilities

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

School Colors and Mascots

~~The Board shall approve for each individual campus a nickname, mascot, insignia, or emblem, as well as official school colors, as applicable.~~

PROPOSED REVISIONS

**Transportation for
Student Travel**

Students who participate in school-sponsored trips shall be required to use transportation provided by the District to and from the event, except as otherwise permitted in administrative regulations.

**In-State Overnight
Trips**

Any in-state overnight trips taken by student organizations and other student groups shall require approval from the Superintendent ~~or designee~~.

Out-of-State Trips

Any out-of-state trips taken by student organizations or other student groups shall require approval from the ~~Superintendent or designee~~.

**Out-of-Country Trips
(~~or Alaska or Hawaii~~)**

Any trips out of the country or beyond the contiguous 48 states shall require approval from the Board.

PROPOSED REVISIONS

Commencement Exercises

A student who has satisfactorily completed all coursework requirements for graduation but has failed to meet applicable state-testing requirements shall be allowed to participate in commencement activities and ceremonies. [See EI, EIF]

Dress for the Ceremony

~~The Superintendent shall develop and enforce for the graduation ceremony stricter dress and grooming standards than the District's dress code standards for a school day and may condition participation in the graduation ceremony on adherence to those standards.~~

~~During preparations for the graduation ceremony, each student shall be informed in writing of the applicable dress and grooming standards. Each student and his or her parent shall sign and return to the principal a statement that they have read the dress and grooming standards and agree to them as a condition of participation in the graduation ceremony.~~

~~A student who violates the dress and grooming standards shall be removed from participation in the graduation ceremony.~~

Awards of Diplomas Exceptions

During the graduation exercises, Board members shall award the diplomas or certificates of coursework completion to the students participating in the ceremony; however, any of the following shall be permitted to award a diploma or certificate of coursework completion to his or her child or grandchild participating in the ceremony:

1. Former Board member or the surviving spouse of a deceased former Board member;
2. Superintendent;
3. Assistant Associate superintendent; ~~or~~
- ~~3-4.~~ Deputy superintendent;
5. High school principal or
- ~~4-6.~~ Other person designated by the Board.

PROPOSED REVISIONS

Purpose	The District's dress code is established to instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.
General Guidelines	<p>Students shall be dressed and groomed in a manner that is clean and neat and that will not be a health or safety hazard to themselves or others. The District prohibits any clothing or grooming that in the principal's judgment may reasonably be expected to cause disruption of or interference with normal school operations.</p> <p>The District prohibits pictures, emblems, or writings on clothing that:</p> <ol style="list-style-type: none">1. Are lewd, offensive, vulgar, or obscene.2. Advertise or depict tobacco products, alcoholic beverages, drugs, or any other substance prohibited under FNCF(LEGAL). <p>The student and parent may determine the student's personal dress and grooming standards, provided that they comply with the general guidelines set out above and with the student dress code and any uniform rules outlined in the student handbook.</p>
Extracurricular Activities	The principal, in cooperation with the sponsor, coach, or other person in charge of an extracurricular activity, may regulate the dress and grooming of students who participate in the activity. Students who violate dress and grooming standards established for such an activity may be removed or excluded from the activity for a period determined by the principal or sponsor and may be subject to other disciplinary action, as specified in the Student Code of Conduct. [See FO series]
School Uniforms	<p><u>With prior Board approval, a campus shall be permitted to implement a mandatory school uniform program in accordance with administrative regulations.</u></p> <p><u>Upon adoption of a mandatory school uniform program, the parent or guardian shall be notified at least 90 days prior to implementation of the program. [See FNCA(LEGAL)]</u></p> <p>The Superintendent or designee shall establish administrative regulations allowing each campus to decide whether to implement a mandatory school uniform program with prior Board approval. A campus that implements a mandatory school uniform program shall do so in accordance with administrative regulations.</p> <p>In accordance with law, parents and students shall be notified of the adoption of the uniform rule or any change in a uniform rule at</p>

~~least 90 days prior to the effective date of such rule or change.
[See FNCA(LEGAL)]~~

Funding

The Superintendent shall maintain federal and local funds for the clothing needs of students who cannot afford to purchase the uniforms. Any funds donated for the purpose of purchasing uniforms shall be used only for that purpose. [\[See CDC\]](#)

Exemptions

[In accordance with administrative regulations, a parent or guardian may request that their student be exempted from the mandatory school uniform program.](#)

~~In accordance with law, a parent or guardian may request that his or her child be exempted from the uniform requirement. In order to exercise this option, the parent or guardian shall submit a written statement of a religious or philosophical objection to the uniform requirement. The Superintendent shall establish procedures and forms for this purpose.~~

Non-Discrimination

District and campus personnel shall not discriminate against any student whose parent or guardian submits a request for an exemption to the uniform rules because of religious or philosophical objections.

PROPOSED REVISIONS

(See page 2)

Questioning Students

District officials may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students may not refuse to answer questions based on a right not to incriminate themselves.

For provisions pertaining to student questioning by law enforcement officials or other state or local governmental authorities, see GRA(LOCAL).

District Property

Desks, lockers, District-provided technology, and similar items are the property of the District and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in District property. Students shall be fully responsible for the security and contents of District property assigned to them. No student shall place or keep in a desk, locker, District-provided technology, or similar item any article or material prohibited by law, District policy, or the Student Code of Conduct. Students shall be responsible for any prohibited item found in District property provided to the student.

Searches in General

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner.

District officials may initiate a search in accordance with law, including, for example, based on reasonable suspicion, voluntary consent, or pursuant to District policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on District property.

Reasonable-Suspicion Searches

Searches should be reasonable at their inception and in scope. If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a District official may conduct a search in accordance with law and District regulations.

Suspicionless Searches

For purposes of this policy, a suspicionless search is a search carried out based on lawful security procedures, such as metal detector searches.

STUDENT RIGHTS AND RESPONSIBILITIES
INVESTIGATIONS AND SEARCHES

FNF
(LOCAL)

*Metal Detector
Searches*

In order to maintain a safe and disciplined learning environment, the District reserves the right to subject students to metal detector searches when entering a District campus and at off-campus, school-sponsored activities.

Use of Trained Dogs

The District reserves the right to use trained dogs to conduct screening for concealed prohibited items. Such procedures shall be unannounced. The dogs shall not be used with students; however, students may be asked to leave personal belongings in an area that will be screened. If a dog alerts to an item or an area, it may be searched by District officials.

Parent Notification

~~An administrator shall notify a student's parent or guardian if a search conducted in accordance with this policy finds any prohibited item in a student's locker, in a student's vehicle parked on school property, or on a student's person.~~

PROPOSED REVISIONS

(See pages 2 & 6)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with the FFH series.
2. Complaints concerning dating violence shall be submitted in accordance with the FFH series.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with the FFH series.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Extracurricular
Activity Complaints**

[For a complaint concerning a student's participation in an extracurricular activity that does not involve a violation of a right guaranteed by Education Code Chapter 26, the Level Two decision is final and may not be appealed to the Board.](#)

**Notice to Students
and Parents**

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student’s or parent’s absence.

Response

At Levels One and Two, “response” shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student’s or parent’s email address of record, or sent by U.S. Mail to the student’s or parent’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

Representative

“Representative” shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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(LOCAL)

desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

With the exception of complaints regarding extracurricular activities, described above, if the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

PROPOSED REVISIONS

District-affiliated school-support organizations and booster organizations, and other parent groups, shall organize, fundraise or solicit donations, and function in a way that is consistent with the District's philosophy and objectives, Board policies, District administrative regulations, applicable UIL or other governing association guidelines, and financial and audit regulations. [See also CDC and CFC]

Before engaging in fundraising or soliciting gifts, an organization or group shall notify the principal or other appropriate administrator identified in administrative regulations. [See CDC(LOCAL) for District acceptance of gifts and solicitations.]

Use of District Facilities

District-affiliated school-support or booster organizations may use District facilities with prior approval of the appropriate administrator. Other parent groups may use District facilities in accordance with policy GKD.

Requirements for Booster Organizations

~~Each booster organization shall submit to the Superintendent or designee a list of officers and a statement of the purpose of the organization, as well as the organizational guidelines of the organization. The guidelines may include bylaws, a list of procedures, or a constitution. In addition, the organization shall submit a written statement giving consent for the District to review the organization's financial documents.~~

~~Each booster organization shall annually submit to the Superintendent or designee a statement of financial goals, including anticipated income and expenses, and the most recent income statement and balance sheet. Upon recommendation from the Superintendent or designee, the Board may at any time order a review of all funds and financial statements of the organization by the District's internal auditor.~~

~~In order to be recognized as a District-affiliated school-support or booster organization, an organization shall agree to comply with the following additional rules:~~

- ~~1. The Superintendent and the principal, as applicable, shall have the authority to veto any proposed action of the organization.~~
- ~~2. The organization shall have no authority to direct any District employee in any of his or her duties, nor any authority to guide, direct, or establish rules for any campus activity or student activity.~~
- ~~3. All meetings of the organization shall be open to the public.~~

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

~~4. All District residents who meet criteria detailed in the organization's guidelines shall be eligible for membership in the organization.~~

~~5. The election of the organization's officers shall be conducted in a manner that allows any eligible person to be nominated for an office.~~

~~6. The organization may recommend a use for funds it donates to the District; however, the Superintendent or the principal, as applicable, shall have discretion in expenditure of all donated funds. [See GDC]~~

~~No donation from a booster organization shall be used to alter or modify any District owned property or facility without prior approval from the Superintendent or designee.~~

~~Upon recommendation from the Superintendent, the Board may cease to recognize and may withdraw affiliation with any booster organization that, in the opinion of the Board, does not adhere to applicable policies and administrative regulations. In the event of such Board action, any privileges afforded to the organization as a District-affiliated organization shall cease. [See GY and GKD]~~

PROPOSED REVISIONS

Promotional Activities

District facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

[For information relating to nonschool use of facilities, see GKD.]

Advertising

For purposes of this policy, “advertising” shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. “Advertising” does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District reserves the right to reject advertising that:

1. Is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum;
2. Is inappropriate in a school setting with a student audience;
3. Advertises products presenting a health hazard;
4. Creates a substantial likelihood of material disruption, including adding to the District’s obligations for security and facilities maintenance; or
5. Adds to the District’s administrative burden by exposing the District to complaints, controversy, or litigation.

~~The District shall not accept paid political advertising.~~

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District’s formal procurement process.

[For information relating to school-sponsored publications, see FMA.]

**Sponsorships and
Donations**

If the District or any campus accepts financial or in-kind donations to support District-sponsored activities, the District reserves the right to acknowledge donors through whatever means the District deems appropriate. The District retains full editorial control over its acknowledgment or display of donations, even if donors are permitted to suggest text for the acknowledgment.

PROPOSED REVISIONS

The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]

Scope of Use

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage ~~school~~-District property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
 - Use of facilities for school-sponsored and school-related activities: FM
 - Use by noncurriculum-related student groups: FNAB
 - Use by District-affiliated school-support organizations: GE
-

Nonprofit Fund-Raising

The District shall permit nonprofit organizations to conduct fund-raising events on District property when these activities do not conflict with school use or with this policy.

For-Profit Use

The District shall not permit individuals or for-profit organizations to use its facilities for financial gain; however, the District shall permit public performances, recitals, or presentations so long as no admission fee is charged and when these activities do not conflict with school use or with this policy.

Campaign-Related Use

~~Except to the extent a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law. This prohibition shall not preclude the use of a District facility for a debate among political candidates.~~

Scheduling

Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

	<p>Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The director of plant operations Superintendent shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.</p>
Approval of Use	<p>The director of plant operations Superintendent is authorized to approve any nonschool use of any District facility.</p>
Exception	<p>No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as tracks, playgrounds, tennis courts, and the like, during nonschool hours and when the facilities are not in use by the District or for a scheduled nonschool purpose.</p>
Emergency Use	<p>In case of emergencies or disasters, the Superintendent or designee may authorize the use of school District facilities by civil defense, health, or emergency service authorities.</p>
Use Agreement	<p>Any organization or individual approved for a nonschool use of District facilities shall be required to complete at least once each year a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations District facility use procedures, and acknowledging acknowledges that the District is not liable for any personal injury or damages to personal property related to the nonschool use.</p>
Fees for Use	<p>Nonschool users shall be charged a fee for the use of designated District facilities.</p>
Fee Schedule	<p>The executive director of plant operations facilities for maintenance operations shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.</p>
Exceptions	<p>Fees shall not be charged <u>when District facilities are used:</u></p> <ul style="list-style-type: none">1. For nonschool uses scheduled during the 2.25 hours following the end of the instructional day;1. When school buildings are used for For public meetings sponsored by state or local governmental agencies; or2. For use by By District employee professional organizations. [See see DGA].3. <u>For nonschool uses scheduled during the 2.25 hours following the end of the instructional day;</u>
Required Conduct	<p>Persons or groups using school District facilities shall:</p>

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

1. Conduct business in an orderly manner.
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products [or e-cigarettes](#) on school property. [See GKA]
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

ADD POLICY

The District shall use volunteers to provide assistance in areas that:

1. Support and enhance teaching and learning;
2. Support the welfare of the students and/or staff; and
3. Support the District in other areas of need.

Application

All prospective volunteers shall submit an application form as provided by the District.

Criminal History Record Check

The District shall obtain the criminal history record for prospective volunteers when required by law or the District. Once received, the District shall determine the person's eligibility and inform approved volunteers when their services are to begin.

Authority

District volunteers shall work directly under the supervision of the campus principal or a District employee in accordance with administrative regulations.

Administrative regulations shall be established regarding the volunteer application process, qualifications, training, duties, and other relevant information about the District's volunteer program.

Training

Volunteers shall complete District training requirements prior to participating in the District's volunteer program.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY:  Alberto Canales (Sep 3, 2024 14:22 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 10:44 CDT)

PROPOSED REVISIONS

Language Proficiency Assessment Committees

The professional staff members of the LPAC(s) shall be assigned those duties by the Superintendent or designee. Selection of parent members of LPAC(s) shall be made after soliciting volunteers and upon the recommendation of professionals involved in the bilingual/ESL programs.

Training

The District shall provide orientation and training for all members of the LPAC(s), which shall include a discussion of the committee's duties and a thorough explanation and review of all laws and rules governing the confidentiality of information regarding individual students. In performing their duties, committee members shall be acting for the District and shall observe requirements regarding confidentiality of student records. [See FL]

Dual Language Immersion Program

The District shall implement a dual language immersion (DLI) program at the designated campuses to develop students who achieve high academic standards and are bilingual, biliterate, and bicultural.

The program shall begin in prekindergarten, kindergarten, grade 1 and shall add a subsequent grade level each successive school year to include all elementary grades, middle school, and high school at the District designated campuses.

Eligibility

In accordance with law, access to the program shall not be based on race, creed, color, religious affiliation, age, or disability. [See EHBE(LEGAL)]

Students identified as emergent bilingual students who enroll in a dual language program shall be enrolled at their designated grade level based on age and preparation. Non-emergent bilingual students may begin only in prekindergarten or kindergarten, or within the first four calendar weeks of first grade

Equitable Access

The District is committed to providing equitable access to services for emergent bilingual students. The District shall maintain the ratios of emergent bilingual students to non-emergent bilingual students and speakers of the partner language to speakers of English as established in state rules.

The District shall ensure continuity of program for all current program participants.

Program Goal

The District establishes the following program goal. The District shall develop high academic achievement, bilingualism, biliteracy, and biculturalism for students participating in the program.

Language
Allocation

The District's language allocation plan shall include:

1. For students in prekindergarten through grade 5, the ability to develop proficiency in two languages by receiving 50 percent of their academic instruction in English and 50 percent in Spanish in the DLI program.
2. For students in secondary, the ability to develop proficiency in two languages by receiving academic instruction in Spanish in at least two courses at each grade level for the duration of the secondary DLI program.

Support

The Board and administration shall support the DLI program by hiring and retaining quality staff, funding appropriate professional development, and providing program facilities and instructional resources.

Expectations for
Students and
Parents

The District shall expect each student enrolled in the DLI program to:

1. Commit to the program throughout the elementary school grades; and
2. Maintain a high record of attendance.

The District shall expect each parent of a student enrolled in the DLI program to:

1. Support the continued development of the native language at home; and
2. Support the child's academic, linguistic, and socio-cultural development.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Mrs Luna*

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Sep 3, 2024 10:33 CDT)

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



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

July 26, 2024

Iris Luna
McAllen ISD, Chief Financial Officer
2000 N. 23rd Street
McAllen, TX 78501

Dear Ms. Luna,

As per Sec. 31.10(b) of the Texas Property Tax Code, enclosed please find the Annual Report of all property taxes collected for the period of July 1, 2023 through June 30, 2024.

Please contact this office if you have any questions in regards to the report.

Very truly yours,

Pablo "Paul" Villarreal, Jr., PCC
Hidalgo County Tax Assessor-Collector



MCALLEN ISD
ANNUAL TAX COLLECTION REPORT

JULY 01, 2023 THRU JUNE 30, 2024

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PABLO “PAUL” VILLARREAL JR.
TAX ASSESSOR/COLLECTOR
2804 S. BUS. HWY 281
EDINBURG, TEXAS 78539

PART 1

ANNUAL TAX COLLECTIONS REPORT

**PABLO "PAUL" VILLARREAL JR., TAX ASSR & COLL
MCALLEN ISD ANNUAL TAX REPORT
JULY 1, 2023 - JUNE 30, 2024**

TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE
CURRENT	83,600,126.73	599,995.05	50,174.21
DELINQUENT	2,042,848.36	656,768.28	398,727.84
ROLLBACK	96,130.19	-	-
TOTALS	85,739,105.28	1,256,763.33	448,902.05
TOTAL COLLECTED 2023-2024 MCALLEN ISD			87,444,770.66

DISBURSEMENTS	
ATTORNEY FEES	448,902.05
COMMISSIONS & COSTS	166,248.00
HCAD RENDITON PENALTY FEE	6,065.34
CURRENT YEAR REFUNDS	(527,987.20)
PRIOR YEAR REFUNDS	(393,569.81)
TOTAL REFUNDS NETTED FROM TAX COLLECTIONS	(921,557.01)

RECAP

TOTAL CURRENT/DELINQUENT/ROLLBACK BASE	85,739,105.28	
TOTAL PENALTY & INTEREST	1,256,763.33	
TOTAL TAX COLLECTIONS	86,995,868.61	
TOTAL ATTORNEY FEES	448,902.05	
TOTAL	86,523,213.65	
LESS REFUNDS DISBURSED THRU FISCAL YEAR	(921,557.01)	
TOTAL COLLECTED 2023-2024	87,444,770.66	
LESS COMM. & COSTS, HCAD RENDITION FEE & CREDITS	172,313.34	
TOTAL REVENUE DISBURSED TO MCALLEN ISD		87,272,457.32
TOTAL DISBURSED MCALLEN ISD		87,444,770.66

DIFF. -

AFFIDAVIT

I, PABLO "PAUL" VILLARREAL JR., TAX ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN ISD, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE FISCAL YEAR ENDING 2023-2024 IS CORRECT.

Pablo Villarreal Jr.

ASSESSOR- COLLECTOR OF TAXES FOR MCALLEN ISD



SWORN AND SUBSCRIBED BEFORE ME THIS 26TH DAY OF JULY 2024.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2023	M & O	.844800	70,547,782.84	.00	506,318.48	.00	71,054,101.32	50,174.21	.00	.00	71,104,275.53
	I & S	.156300	13,052,343.89	.00	93,676.57	.00	13,146,020.46	.00	.00	.00	13,146,020.46
	TOTAL	1.001100	83,600,126.73	.00	599,995.05	.00	84,200,121.78	50,174.21	.00	.00	84,250,295.99
2022	M & O	1.020600	1,420,391.68	.00	319,487.56	.00	1,739,879.24	280,251.92	.00	.00	2,020,131.16
	I & S	.075800	105,492.77	.00	23,728.35	.00	129,221.12	.00	.00	.00	129,221.12
	TOTAL	1.096400	1,525,884.45	.00	343,215.91	.00	1,869,100.36	280,251.92	.00	.00	2,149,352.28
2021	M & O	1.048600	151,225.92	.00	73,746.63	.00	224,972.55	45,736.42	.00	.00	270,708.97
	I & S	.088400	12,748.67	.00	6,216.90	.00	18,965.57	.00	.00	.00	18,965.57
	TOTAL	1.137000	163,974.59	.00	79,963.53	.00	243,938.12	45,736.42	.00	.00	289,674.54
2020	M & O	1.045000	102,446.75	.00	43,652.98	.00	146,099.73	21,216.08	.00	.00	167,315.81
	I & S	.093600	9,176.14	.00	3,909.96	.00	13,086.10	.00	.00	.00	13,086.10
	TOTAL	1.138600	111,622.89	.00	47,562.94	.00	159,185.83	21,216.08	.00	.00	180,401.91
2019	M & O	1.058600	63,641.25	.00	33,417.51	.00	97,058.76	13,675.21	.00	.00	110,733.97
	I & S	.094200	5,663.19	.00	2,973.76	.00	8,636.95	.00	.00	.00	8,636.95
	TOTAL	1.152800	69,304.44	.00	36,391.27	.00	105,695.71	13,675.21	.00	.00	119,370.92
2018	M & O	1.155000	43,618.36	.00	26,881.12	.00	70,499.48	8,995.33	.00	.00	79,494.81
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	1.155000	43,618.36	.00	26,881.12	.00	70,499.48	8,995.33	.00	.00	79,494.81
2017	M & O	1.155000	34,502.33	.00	25,367.19	.00	59,869.52	7,761.14	.00	.00	67,630.66
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	1.155000	34,502.33	.00	25,367.19	.00	59,869.52	7,761.14	.00	.00	67,630.66
2016	M & O	1.155000	29,804.88	.00	24,679.99	.00	54,484.87	6,831.11	.00	.00	61,315.98
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	1.155000	29,804.88	.00	24,679.99	.00	54,484.87	6,831.11	.00	.00	61,315.98
2015	M & O	1.040000	18,749.54	.00	16,691.94	.00	35,441.48	4,450.49	.00	.00	39,891.97
	I & S	.115000	2,073.26	.00	1,845.78	.00	3,919.04	.00	.00	.00	3,919.04
	TOTAL	1.155000	20,822.80	.00	18,537.72	.00	39,360.52	4,450.49	.00	.00	43,811.01
2014	M & O	1.040000	15,359.51	.00	15,666.04	.00	31,025.55	4,338.04	.00	.00	35,363.59
	I & S	.125000	1,846.08	.00	1,882.96	.00	3,729.04	.00	.00	.00	3,729.04
	TOTAL	1.165000	17,205.59	.00	17,549.00	.00	34,754.59	4,338.04	.00	.00	39,092.63
2013	M & O	1.040000	4,607.23	.00	4,534.83	.00	9,142.06	502.03	.00	.00	9,644.09
	I & S	.125000	553.74	.00	545.05	.00	1,098.79	.00	.00	.00	1,098.79
	TOTAL	1.165000	5,160.97	.00	5,079.88	.00	10,240.85	502.03	.00	.00	10,742.88
2012	M & O	1.040000	3,698.29	.00	3,714.97	.00	7,413.26	567.53	.00	.00	7,980.79
	I & S	.125000	444.51	.00	446.49	.00	891.00	.00	.00	.00	891.00
	TOTAL	1.165000	4,142.80	.00	4,161.46	.00	8,304.26	567.53	.00	.00	8,871.79

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2011	M & O	1.165000	3,326.70	.00	3,642.80	.00	6,969.50	533.30	.00	.00	7,502.80
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	1.165000	3,326.70	.00	3,642.80	.00	6,969.50	533.30	.00	.00	7,502.80
2010	M & O	1.040000	2,380.65	.00	2,811.89	.00	5,192.54	441.57	.00	.00	5,634.11
	I & S	.125000	286.16	.00	337.95	.00	624.11	.00	.00	.00	624.11
	TOTAL	1.165000	2,666.81	.00	3,149.84	.00	5,816.65	441.57	.00	.00	6,258.22
2009	M & O	1.040000	1,769.74	.00	2,171.35	.00	3,941.09	280.24	.00	.00	4,221.33
	I & S	.125000	212.72	.00	260.99	.00	473.71	.00	.00	.00	473.71
	TOTAL	1.165000	1,982.46	.00	2,432.34	.00	4,414.80	280.24	.00	.00	4,695.04
2008	M & O	1.040000	2,106.35	.00	2,641.07	.00	4,747.42	376.15	.00	.00	5,123.57
	I & S	.105000	212.64	.00	266.65	.00	479.29	.00	.00	.00	479.29
	TOTAL	1.145000	2,318.99	.00	2,907.72	.00	5,226.71	376.15	.00	.00	5,602.86
2007	M & O	1.040000	1,173.80	.00	1,762.35	.00	2,936.15	330.15	.00	.00	3,266.30
	I & S	.105000	118.49	.00	177.94	.00	296.43	.00	.00	.00	296.43
	TOTAL	1.145000	1,292.29	.00	1,940.29	.00	3,232.58	330.15	.00	.00	3,562.73
2006	M & O	1.370000	603.25	.00	954.20	.00	1,557.45	87.98	.00	.00	1,645.43
	I & S	.108000	47.55	.00	75.24	.00	122.79	.00	.00	.00	122.79
	TOTAL	1.478000	650.80	.00	1,029.44	.00	1,680.24	87.98	.00	.00	1,768.22
2005	M & O	1.500000	399.99	.00	797.21	.00	1,197.20	179.20	.00	.00	1,376.40
	I & S	.115500	30.80	.00	61.38	.00	92.18	.00	.00	.00	92.18
	TOTAL	1.615500	430.79	.00	858.59	.00	1,289.38	179.20	.00	.00	1,468.58
2004	M & O	1.500000	169.76	.00	404.95	.00	574.71	88.52	.00	.00	663.23
	I & S	.040000	4.54	.00	10.80	.00	15.34	.00	.00	.00	15.34
	TOTAL	1.540000	174.30	.00	415.75	.00	590.05	88.52	.00	.00	678.57
2003	M & O	1.500000	651.61	.00	1,287.62	.00	1,939.23	227.20	.00	.00	2,166.43
	I & S	.040000	17.37	.00	34.35	.00	51.72	.00	.00	.00	51.72
	TOTAL	1.540000	668.98	.00	1,321.97	.00	1,990.95	227.20	.00	.00	2,218.15
2002	M & O	1.500000	254.77	.00	588.87	.00	843.64	113.10	.00	.00	956.74
	I & S	.042500	7.21	.00	16.70	.00	23.91	.00	.00	.00	23.91
	TOTAL	1.542500	261.98	.00	605.57	.00	867.55	113.10	.00	.00	980.65
2001	M & O	1.500000	159.18	.00	436.88	.00	596.06	91.95	.00	.00	688.01
	I & S	.042500	4.51	.00	12.38	.00	16.89	.00	.00	.00	16.89
	TOTAL	1.542500	163.69	.00	449.26	.00	612.95	91.95	.00	.00	704.90
2000	M & O	1.500000	485.82	.00	1,169.45	.00	1,655.27	215.39	.00	.00	1,870.66
	I & S	.080000	25.91	.00	62.37	.00	88.28	.00	.00	.00	88.28
	TOTAL	1.580000	511.73	.00	1,231.82	.00	1,743.55	215.39	.00	.00	1,958.94

07/03/2024 14:31:31 4586751
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2023 THRU 06/30/2024
 JURISDICTION: 0047 MCALLEN ISD

PAGE: 101
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	1.416300	671.06	.00	1,950.67	.00	2,621.73	412.67	.00	.00	3,034.40
	I & S	.113700	53.88	.00	156.59	.00	210.47	.00	.00	.00	210.47
	TOTAL	1.530000	724.94	.00	2,107.26	.00	2,832.20	412.67	.00	.00	3,244.87
1998	M & O	1.323400	578.03	.00	1,796.24	.00	2,374.27	411.75	.00	.00	2,786.02
	I & S	.206600	90.24	.00	280.42	.00	370.66	.00	.00	.00	370.66
	TOTAL	1.530000	668.27	.00	2,076.66	.00	2,744.93	411.75	.00	.00	3,156.68
1997	M & O	1.222800	135.47	.00	412.49	.00	547.96	93.58	.00	.00	641.54
	I & S	.227200	25.16	.00	76.64	.00	101.80	.00	.00	.00	101.80
	TOTAL	1.450000	160.63	.00	489.13	.00	649.76	93.58	.00	.00	743.34
1996	M & O	1.205700	254.13	.00	841.70	.00	1,095.83	197.68	.00	.00	1,293.51
	I & S	.244300	51.50	.00	170.54	.00	222.04	.00	.00	.00	222.04
	TOTAL	1.450000	305.63	.00	1,012.24	.00	1,317.87	197.68	.00	.00	1,515.55
1995	M & O	1.094100	335.10	.00	1,149.85	.00	1,484.95	273.91	.00	.00	1,758.86
	I & S	.251300	76.97	.00	264.11	.00	341.08	.00	.00	.00	341.08
	TOTAL	1.345400	412.07	.00	1,413.96	.00	1,826.03	273.91	.00	.00	2,099.94
1994	M & O	1.041900	5.15	.00	18.56	.00	23.71	4.47	.00	.00	28.18
	I & S	.268100	1.33	.00	4.77	.00	6.10	.00	.00	.00	6.10
	TOTAL	1.310000	6.48	.00	23.33	.00	29.81	4.47	.00	.00	34.28
1993	M & O	1.053100	23.05	.00	84.84	.00	107.89	20.38	.00	.00	128.27
	I & S	.273500	5.98	.00	22.03	.00	28.01	.00	.00	.00	28.01
	TOTAL	1.326600	29.03	.00	106.87	.00	135.90	20.38	.00	.00	156.28
1992	M & O	.116000	1.79	.00	6.86	.00	8.65	4.77	.00	.00	13.42
	I & S	.310600	4.78	.00	18.37	.00	23.15	.00	.00	.00	23.15
	TOTAL	.426600	6.57	.00	25.23	.00	31.80	4.77	.00	.00	36.57
1988	M & O	.480800	26.76	.00	89.93	.00	116.69	18.58	.00	.00	135.27
	I & S	.258100	14.36	.00	48.27	.00	62.63	.00	.00	.00	62.63
	TOTAL	.738900	41.12	.00	138.20	.00	179.32	18.58	.00	.00	197.90
ALL	M & O		72,451,340.74	.00	1,119,179.02	.00	73,570,519.76	448,902.05	.00	.00	74,019,421.81
ALL	I & S		13,191,634.35	.00	137,584.31	.00	13,329,218.66	.00	.00	.00	13,329,218.66
ALL	TOTAL		85,642,975.09	.00	1,256,763.33	.00	86,899,738.42	448,902.05	.00	.00	87,348,640.47
DLQ	M & O		1,903,557.90	.00	612,860.54	.00	2,516,418.44	398,727.84	.00	.00	2,915,146.28
DLQ	I & S		139,290.46	.00	43,907.74	.00	183,198.20	.00	.00	.00	183,198.20
DLQ	TOTAL		2,042,848.36	.00	656,768.28	.00	2,699,616.64	398,727.84	.00	.00	3,098,344.48

07/03/2024 14:31:31 4586751
 TC298-D SELECTION: SYSTEM
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 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2023 THRU 06/30/2024
 JURISDICTION: 0047 MCALLEN ISD

PAGE: 102
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR	M & O		70,547,782.84	.00	506,318.48	.00	71,054,101.32	50,174.21	.00	.00	71,104,275.53
CURR	I & S		13,052,343.89	.00	93,676.57	.00	13,146,020.46	.00	.00	.00	13,146,020.46
CURR	TOTAL		83,600,126.73	.00	599,995.05	.00	84,200,121.78	50,174.21	.00	.00	84,250,295.99

07/03/2024 13:47:10 4586750
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2023 THRU 06/30/2024
 JURISDICTION: 0047 MCALLEN ISD

AG ROLLBACK ONLY PAGE: 21

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2022	M & O	1.020600	19,014.46	.00	.00	.00	19,014.46	.00	.00	.00	19,014.46
	I & S	.075800	1,412.20	.00	.00	.00	1,412.20	.00	.00	.00	1,412.20
	TOTAL	1.096400	20,426.66	.00	.00	.00	20,426.66	.00	.00	.00	20,426.66
2021	M & O	1.048600	34,381.61	.00	.00	.00	34,381.61	.00	.00	.00	34,381.61
	I & S	.088400	2,898.47	.00	.00	.00	2,898.47	.00	.00	.00	2,898.47
	TOTAL	1.137000	37,280.08	.00	.00	.00	37,280.08	.00	.00	.00	37,280.08
2020	M & O	1.045000	34,258.02	.00	.00	.00	34,258.02	.00	.00	.00	34,258.02
	I & S	.093600	3,068.47	.00	.00	.00	3,068.47	.00	.00	.00	3,068.47
	TOTAL	1.138600	37,326.49	.00	.00	.00	37,326.49	.00	.00	.00	37,326.49
2019	M & O	1.058600	1,007.32	.00	.00	.00	1,007.32	.00	.00	.00	1,007.32
	I & S	.094200	89.64	.00	.00	.00	89.64	.00	.00	.00	89.64
	TOTAL	1.152800	1,096.96	.00	.00	.00	1,096.96	.00	.00	.00	1,096.96
ALL	M & O		88,661.41	.00	.00	.00	88,661.41	.00	.00	.00	88,661.41
ALL	I & S		7,468.78	.00	.00	.00	7,468.78	.00	.00	.00	7,468.78
ALL	TOTAL		96,130.19	.00	.00	.00	96,130.19	.00	.00	.00	96,130.19
DLQ	M & O		88,661.41	.00	.00	.00	88,661.41	.00	.00	.00	88,661.41
DLQ	I & S		7,468.78	.00	.00	.00	7,468.78	.00	.00	.00	7,468.78
DLQ	TOTAL		96,130.19	.00	.00	.00	96,130.19	.00	.00	.00	96,130.19
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2023	M & O	.844800	70,547,782.84	.00	506,318.48	.00	71,054,101.32	50,174.21	.00	.00	71,104,275.53
	I & S	.156300	13,052,343.89	.00	93,676.57	.00	13,146,020.46	.00	.00	.00	13,146,020.46
	TOTAL	1.001100	83,600,126.73	.00	599,995.05	.00	84,200,121.78	50,174.21	.00	.00	84,250,295.99
2022	M & O	1.020600	1,439,406.14	.00	319,487.56	.00	1,758,893.70	280,251.92	.00	.00	2,039,145.62
	I & S	.075800	106,904.97	.00	23,728.35	.00	130,633.32	.00	.00	.00	130,633.32
	TOTAL	1.096400	1,546,311.11	.00	343,215.91	.00	1,889,527.02	280,251.92	.00	.00	2,169,778.94
2021	M & O	1.048600	185,607.53	.00	73,746.63	.00	259,354.16	45,736.42	.00	.00	305,090.58
	I & S	.088400	15,647.14	.00	6,216.90	.00	21,864.04	.00	.00	.00	21,864.04
	TOTAL	1.137000	201,254.67	.00	79,963.53	.00	281,218.20	45,736.42	.00	.00	326,954.62
2020	M & O	1.045000	136,704.77	.00	43,652.98	.00	180,357.75	21,216.08	.00	.00	201,573.83
	I & S	.093600	12,244.61	.00	3,909.96	.00	16,154.57	.00	.00	.00	16,154.57
	TOTAL	1.138600	148,949.38	.00	47,562.94	.00	196,512.32	21,216.08	.00	.00	217,728.40
2019	M & O	1.058600	64,648.57	.00	33,417.51	.00	98,066.08	13,675.21	.00	.00	111,741.29
	I & S	.094200	5,752.83	.00	2,973.76	.00	8,726.59	.00	.00	.00	8,726.59
	TOTAL	1.152800	70,401.40	.00	36,391.27	.00	106,792.67	13,675.21	.00	.00	120,467.88
2018	M & O	1.155000	43,618.36	.00	26,881.12	.00	70,499.48	8,995.33	.00	.00	79,494.81
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	1.155000	43,618.36	.00	26,881.12	.00	70,499.48	8,995.33	.00	.00	79,494.81
2017	M & O	1.155000	34,502.33	.00	25,367.19	.00	59,869.52	7,761.14	.00	.00	67,630.66
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	1.155000	34,502.33	.00	25,367.19	.00	59,869.52	7,761.14	.00	.00	67,630.66
2016	M & O	1.155000	29,804.88	.00	24,679.99	.00	54,484.87	6,831.11	.00	.00	61,315.98
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	1.155000	29,804.88	.00	24,679.99	.00	54,484.87	6,831.11	.00	.00	61,315.98
2015	M & O	1.040000	18,749.54	.00	16,691.94	.00	35,441.48	4,450.49	.00	.00	39,891.97
	I & S	.115000	2,073.26	.00	1,845.78	.00	3,919.04	.00	.00	.00	3,919.04
	TOTAL	1.155000	20,822.80	.00	18,537.72	.00	39,360.52	4,450.49	.00	.00	43,811.01
2014	M & O	1.040000	15,359.51	.00	15,666.04	.00	31,025.55	4,338.04	.00	.00	35,363.59
	I & S	.125000	1,846.08	.00	1,882.96	.00	3,729.04	.00	.00	.00	3,729.04
	TOTAL	1.165000	17,205.59	.00	17,549.00	.00	34,754.59	4,338.04	.00	.00	39,092.63
2013	M & O	1.040000	4,607.23	.00	4,534.83	.00	9,142.06	502.03	.00	.00	9,644.09
	I & S	.125000	553.74	.00	545.05	.00	1,098.79	.00	.00	.00	1,098.79
	TOTAL	1.165000	5,160.97	.00	5,079.88	.00	10,240.85	502.03	.00	.00	10,742.88
2012	M & O	1.040000	3,698.29	.00	3,714.97	.00	7,413.26	567.53	.00	.00	7,980.79
	I & S	.125000	444.51	.00	446.49	.00	891.00	.00	.00	.00	891.00
	TOTAL	1.165000	4,142.80	.00	4,161.46	.00	8,304.26	567.53	.00	.00	8,871.79

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2011	M & O	1.165000	3,326.70	.00	3,642.80	.00	6,969.50	533.30	.00	.00	7,502.80
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	1.165000	3,326.70	.00	3,642.80	.00	6,969.50	533.30	.00	.00	7,502.80
2010	M & O	1.040000	2,380.65	.00	2,811.89	.00	5,192.54	441.57	.00	.00	5,634.11
	I & S	.125000	286.16	.00	337.95	.00	624.11	.00	.00	.00	624.11
	TOTAL	1.165000	2,666.81	.00	3,149.84	.00	5,816.65	441.57	.00	.00	6,258.22
2009	M & O	1.040000	1,769.74	.00	2,171.35	.00	3,941.09	280.24	.00	.00	4,221.33
	I & S	.125000	212.72	.00	260.99	.00	473.71	.00	.00	.00	473.71
	TOTAL	1.165000	1,982.46	.00	2,432.34	.00	4,414.80	280.24	.00	.00	4,695.04
2008	M & O	1.040000	2,106.35	.00	2,641.07	.00	4,747.42	376.15	.00	.00	5,123.57
	I & S	.105000	212.64	.00	266.65	.00	479.29	.00	.00	.00	479.29
	TOTAL	1.145000	2,318.99	.00	2,907.72	.00	5,226.71	376.15	.00	.00	5,602.86
2007	M & O	1.040000	1,173.80	.00	1,762.35	.00	2,936.15	330.15	.00	.00	3,266.30
	I & S	.105000	118.49	.00	177.94	.00	296.43	.00	.00	.00	296.43
	TOTAL	1.145000	1,292.29	.00	1,940.29	.00	3,232.58	330.15	.00	.00	3,562.73
2006	M & O	1.370000	603.25	.00	954.20	.00	1,557.45	87.98	.00	.00	1,645.43
	I & S	.108000	47.55	.00	75.24	.00	122.79	.00	.00	.00	122.79
	TOTAL	1.478000	650.80	.00	1,029.44	.00	1,680.24	87.98	.00	.00	1,768.22
2005	M & O	1.500000	399.99	.00	797.21	.00	1,197.20	179.20	.00	.00	1,376.40
	I & S	.115500	30.80	.00	61.38	.00	92.18	.00	.00	.00	92.18
	TOTAL	1.615500	430.79	.00	858.59	.00	1,289.38	179.20	.00	.00	1,468.58
2004	M & O	1.500000	169.76	.00	404.95	.00	574.71	88.52	.00	.00	663.23
	I & S	.040000	4.54	.00	10.80	.00	15.34	.00	.00	.00	15.34
	TOTAL	1.540000	174.30	.00	415.75	.00	590.05	88.52	.00	.00	678.57
2003	M & O	1.500000	651.61	.00	1,287.62	.00	1,939.23	227.20	.00	.00	2,166.43
	I & S	.040000	17.37	.00	34.35	.00	51.72	.00	.00	.00	51.72
	TOTAL	1.540000	668.98	.00	1,321.97	.00	1,990.95	227.20	.00	.00	2,218.15
2002	M & O	1.500000	254.77	.00	588.87	.00	843.64	113.10	.00	.00	956.74
	I & S	.042500	7.21	.00	16.70	.00	23.91	.00	.00	.00	23.91
	TOTAL	1.542500	261.98	.00	605.57	.00	867.55	113.10	.00	.00	980.65
2001	M & O	1.500000	159.18	.00	436.88	.00	596.06	91.95	.00	.00	688.01
	I & S	.042500	4.51	.00	12.38	.00	16.89	.00	.00	.00	16.89
	TOTAL	1.542500	163.69	.00	449.26	.00	612.95	91.95	.00	.00	704.90
2000	M & O	1.500000	485.82	.00	1,169.45	.00	1,655.27	215.39	.00	.00	1,870.66
	I & S	.080000	25.91	.00	62.37	.00	88.28	.00	.00	.00	88.28
	TOTAL	1.580000	511.73	.00	1,231.82	.00	1,743.55	215.39	.00	.00	1,958.94

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	1.416300	671.06	.00	1,950.67	.00	2,621.73	412.67	.00	.00	3,034.40
	I & S	.113700	53.88	.00	156.59	.00	210.47	.00	.00	.00	210.47
	TOTAL	1.530000	724.94	.00	2,107.26	.00	2,832.20	412.67	.00	.00	3,244.87
1998	M & O	1.323400	578.03	.00	1,796.24	.00	2,374.27	411.75	.00	.00	2,786.02
	I & S	.206600	90.24	.00	280.42	.00	370.66	.00	.00	.00	370.66
	TOTAL	1.530000	668.27	.00	2,076.66	.00	2,744.93	411.75	.00	.00	3,156.68
1997	M & O	1.222800	135.47	.00	412.49	.00	547.96	93.58	.00	.00	641.54
	I & S	.227200	25.16	.00	76.64	.00	101.80	.00	.00	.00	101.80
	TOTAL	1.450000	160.63	.00	489.13	.00	649.76	93.58	.00	.00	743.34
1996	M & O	1.205700	254.13	.00	841.70	.00	1,095.83	197.68	.00	.00	1,293.51
	I & S	.244300	51.50	.00	170.54	.00	222.04	.00	.00	.00	222.04
	TOTAL	1.450000	305.63	.00	1,012.24	.00	1,317.87	197.68	.00	.00	1,515.55
1995	M & O	1.094100	335.10	.00	1,149.85	.00	1,484.95	273.91	.00	.00	1,758.86
	I & S	.251300	76.97	.00	264.11	.00	341.08	.00	.00	.00	341.08
	TOTAL	1.345400	412.07	.00	1,413.96	.00	1,826.03	273.91	.00	.00	2,099.94
1994	M & O	1.041900	5.15	.00	18.56	.00	23.71	4.47	.00	.00	28.18
	I & S	.268100	1.33	.00	4.77	.00	6.10	.00	.00	.00	6.10
	TOTAL	1.310000	6.48	.00	23.33	.00	29.81	4.47	.00	.00	34.28
1993	M & O	1.053100	23.05	.00	84.84	.00	107.89	20.38	.00	.00	128.27
	I & S	.273500	5.98	.00	22.03	.00	28.01	.00	.00	.00	28.01
	TOTAL	1.326600	29.03	.00	106.87	.00	135.90	20.38	.00	.00	156.28
1992	M & O	.116000	1.79	.00	6.86	.00	8.65	4.77	.00	.00	13.42
	I & S	.310600	4.78	.00	18.37	.00	23.15	.00	.00	.00	23.15
	TOTAL	.426600	6.57	.00	25.23	.00	31.80	4.77	.00	.00	36.57
1988	M & O	.480800	26.76	.00	89.93	.00	116.69	18.58	.00	.00	135.27
	I & S	.258100	14.36	.00	48.27	.00	62.63	.00	.00	.00	62.63
	TOTAL	.738900	41.12	.00	138.20	.00	179.32	18.58	.00	.00	197.90
ALL	M & O		72,540,002.15	.00	1,119,179.02	.00	73,659,181.17	448,902.05	.00	.00	74,108,083.22
ALL	I & S		13,199,103.13	.00	137,584.31	.00	13,336,687.44	.00	.00	.00	13,336,687.44
ALL	TOTAL		85,739,105.28	.00	1,256,763.33	.00	86,995,868.61	448,902.05	.00	.00	87,444,770.66
DLQ	M & O		1,992,219.31	.00	612,860.54	.00	2,605,079.85	398,727.84	.00	.00	3,003,807.69
DLQ	I & S		146,759.24	.00	43,907.74	.00	190,666.98	.00	.00	.00	190,666.98
DLQ	TOTAL		2,138,978.55	.00	656,768.28	.00	2,795,746.83	398,727.84	.00	.00	3,194,474.67

07/03/2024 14:24:28 4586749
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2023 THRU 06/30/2024
 JURISDICTION: 0047 MCALLEN ISD

PAGE: 102
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR	M & O		70,547,782.84	.00	506,318.48	.00	71,054,101.32	50,174.21	.00	.00	71,104,275.53
CURR	I & S		13,052,343.89	.00	93,676.57	.00	13,146,020.46	.00	.00	.00	13,146,020.46
CURR	TOTAL		83,600,126.73	.00	599,995.05	.00	84,200,121.78	50,174.21	.00	.00	84,250,295.99

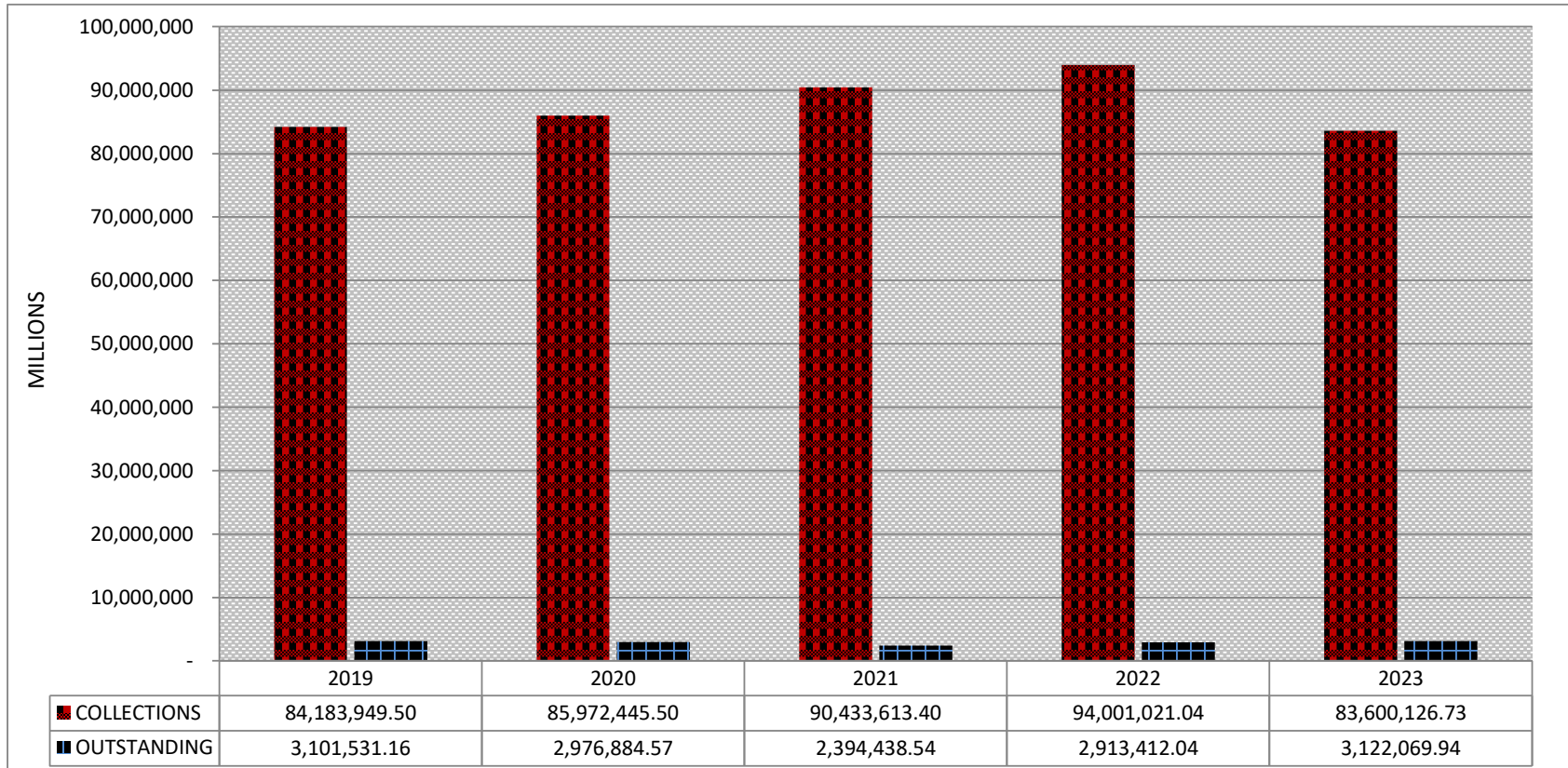
PART 2

CURRENT TAX COLLECTIONS

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT**

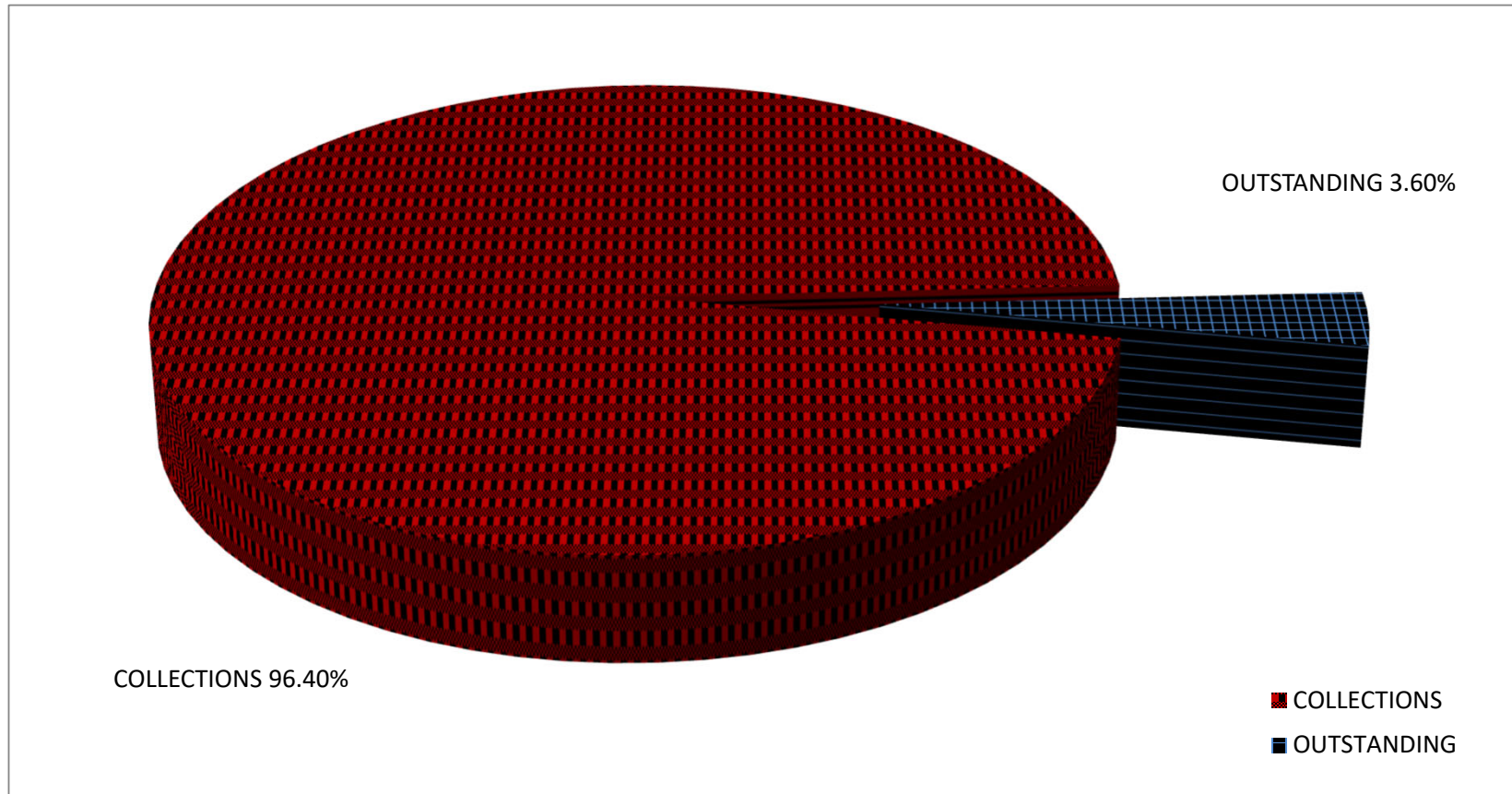
<u>AD VALOREM - MCALLEN ISD</u>	<u>2023-2024</u>	<u>2022-2023</u>	<u>DIFFERENCE</u>
<u>2023 CURRENT</u>			
ORIGINAL LEVY	0.00	96,621,135.70	(96,621,135.70)
MODIFICATIONS	86,722,196.67	293,297.38	86,428,899.29
CURRENT LEVY	86,722,196.67	96,914,433.08	(10,192,236.41)
CURRENT COLLECTIONS THIS MONTH	398,233.54	372,002.75	26,230.79
CURRENT COLLECTIONS TO DATE	83,600,126.73	94,001,021.04	(10,400,894.31)
OUTSTANDING TO DATE	3,122,069.94	2,913,412.04	208,657.90
PERCENT COLLECTED/ORIGINAL	0.00%	97.29%	-97.29%
PERCENT COLLECTED/MODIFIED	96.40%	96.99%	-0.59%
TOTAL COLLECTIONS FISCAL YEAR	83,600,126.73	94,001,021.04	

MCALLEN ISD CURRENT TAX COLLECTION 5-YEAR COMPARISON CHART JULY 1ST - JUNE 30TH



YEAR	PARCELS	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2019	46,800	87,450,096.49	(164,615.83)	87,285,480.66	84,183,949.50	3,101,531.16	96.45%
2020	46,080	88,388,374.05	560,956.02	88,949,330.07	85,972,445.50	2,976,884.57	96.65%
2021	46,327	90,489,805.41	2,338,246.53	92,828,051.94	90,433,613.40	2,394,438.54	97.42%
2022	46,268	96,621,135.70	293,297.38	96,914,433.08	94,001,021.04	2,913,412.04	96.99%
2023	45,719	-	86,722,196.67	86,722,196.67	83,600,126.73	3,122,069.94	96.40%

MCALLEN ISD
2023 CURRENT TAX COLLECTION
JULY 1ST - JUNE 30TH



YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2023	-	86,722,196.67	86,722,196.67	83,600,126.73	3,122,069.94	96.40%

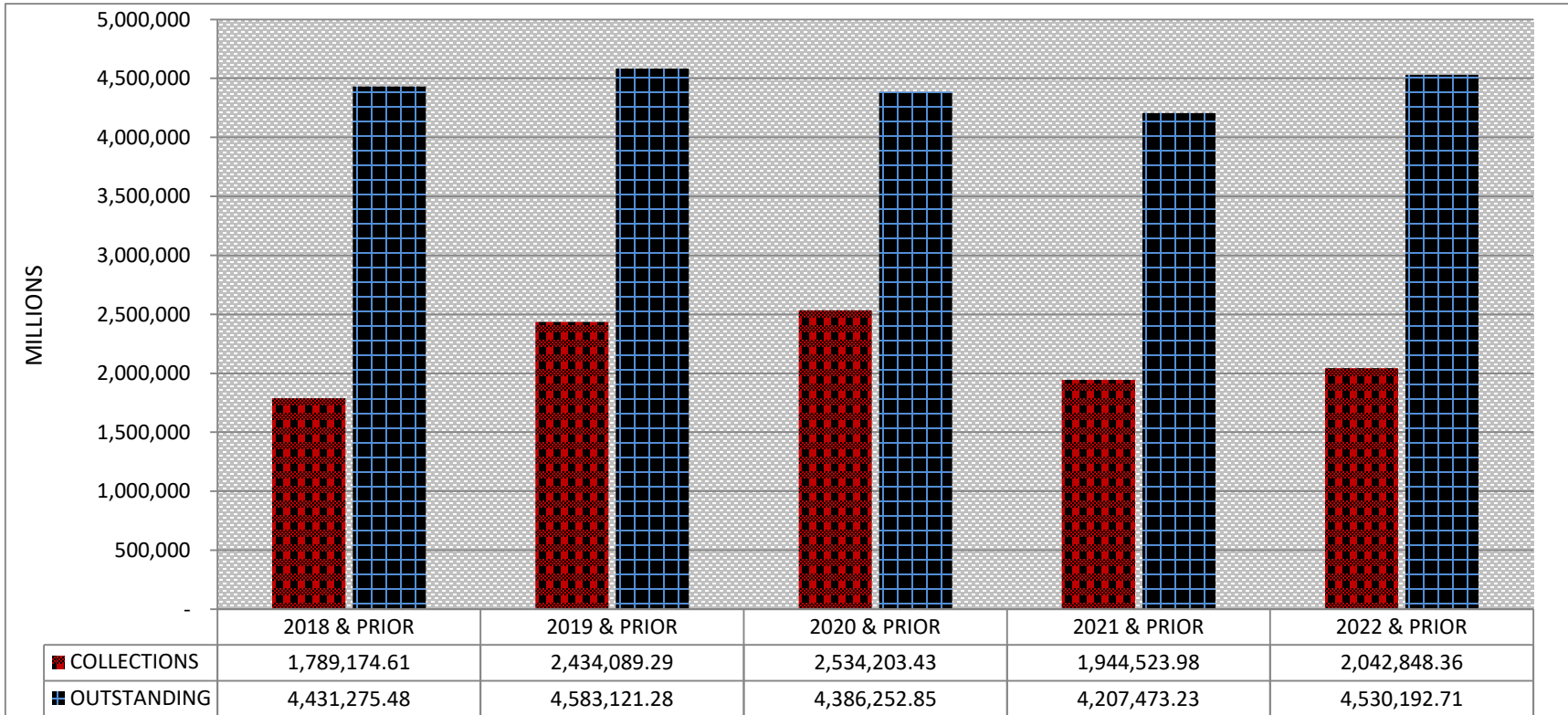
PART 3

DELINQUENT TAX COLLECTIONS

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT**

<u>AD VALOREM - MCALLEN ISD</u>	<u>2023-2024</u>	<u>2022-2023</u>	<u>DIFFERENCE</u>
<u>DELINQUENT</u>			
ORIGINAL LEVY	7,120,885.27	6,780,691.39	340,193.88
MODIFICATIONS	(547,844.20)	(628,694.18)	80,849.98
DELINQUENT LEVY	6,573,041.07	6,151,997.21	421,043.86
DELINQUENT COLLECTIONS THIS MONTI	92,456.64	43,519.19	48,937.45
DELINQUENT COLLECTIONS TO DATE	2,042,848.36	1,944,523.98	98,324.38
OUTSTANDING TO DATE	4,530,192.71	4,207,473.23	322,719.48
PERCENT COLLECTED/ORIGINAL	28.69%	28.68%	0.01%
PERCENT COLLECTED/MODIFIED	31.08%	31.61%	-0.53%
TOTAL COLLECTIONS FISCAL YEAR	2,042,848.36	1,944,523.98	

MCALLEN ISD DELINQUENT TAX COLLECTION 5-YEAR COMPARISON CHART JULY 1ST - JUNE 30TH



YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2018 & PRIOR	7,016,993.60	(796,543.51)	6,220,450.09	1,789,174.61	4,431,275.48	28.76%
2019 & PRIOR	7,532,806.64	(515,596.07)	7,017,210.57	2,434,089.29	4,583,121.28	34.69%
2020 & PRIOR	7,560,005.85	(639,549.57)	6,920,456.28	2,534,203.43	4,386,252.85	36.62%
2021 & PRIOR	6,780,691.39	(628,694.18)	6,151,997.21	1,944,523.98	4,207,473.23	31.61%
2022 & PRIOR	7,120,885.27	(547,844.20)	6,573,041.07	2,042,848.36	4,530,192.71	31.08%

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT**

<u>AD VALOREM - MCALLEN ISD</u>	<u>2023-2024</u>	<u>2022-2023</u>	<u>DIFFERENCE</u>
<u>ROLLBACK</u>			
ORIGINAL LEVY	34,512.82	5,614.49	28,898.33
MODIFICATIONS	79,067.61	75,080.61	3,987.00
ROLLBACK LEVY	113,580.43	80,695.10	32,885.33
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	96,130.19	46,182.28	49,947.91
OUTSTANDING TO DATE	17,450.24	34,512.82	(17,062.58)
PERCENT COLLECTED/ORIGINAL	278.53%	822.56%	-544.02%
PERCENT COLLECTED/MODIFIED	84.64%	57.23%	27.41%
TOTAL COLLECTIONS FISCAL YEAR	96,130.19	46,182.28	

PART 4

RECAP REPORTS

FISCAL START: 07/01/2023 END: 06/30/2024 JURISDICTION: 0047 MCALLEN ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	9,006,089,279	51,636,983	9,057,726,262	01.001100	86,722,196.67	44,143

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	0.00	86,722,196.67	86,722,196.67	83,600,126.73	83,600,126.73	3,122,069.94	96.40	0.00
2022	2,913,412.04	298,116.45-	298,116.45-	1,525,884.45	1,525,884.45	1,089,411.14	58.34	0.00
2021	768,267.95	96,471.88-	96,471.88-	163,974.59	163,974.59	507,821.48	24.41	0.00
2020	488,741.44	2,868.62-	2,868.62-	111,622.89	111,622.89	374,249.93	22.97	0.00
2019	504,158.83	7,109.96-	7,109.96-	69,304.44	69,304.44	427,744.43	13.94	0.00
2018	329,337.69	73,688.90-	73,688.90-	43,618.36	43,618.36	212,030.43	17.06	495.62-
2017	211,068.13	1,721.29-	1,721.29-	34,502.33	34,502.33	174,844.51	16.48	0.00
2016	196,014.58	3,656.41-	3,656.41-	29,804.88	29,804.88	162,553.29	15.49	0.00
2015	187,644.06	1,754.52-	1,754.52-	20,822.80	20,822.80	165,066.74	11.20	0.00
2014	157,350.45	3,073.01-	3,073.01-	17,205.59	17,205.59	137,071.85	11.15	0.00
2013	127,149.48	353.40-	353.40-	5,160.97	5,160.97	121,635.11	4.07	0.00
2012	118,874.86	79.27-	79.27-	4,142.80	4,142.80	114,652.79	3.49	0.00
2011	118,516.46	172.04-	172.04-	3,326.70	3,326.70	115,017.72	2.81	0.00
2010	124,013.41	221.47-	221.47-	2,666.81	2,666.81	121,125.13	2.15	0.00
2009	188,803.01	2,126.99-	2,126.99-	1,982.46	1,982.46	184,693.56	1.06	0.00
2008	154,672.05	3,944.64-	3,944.64-	2,318.99	2,318.99	148,408.42	1.54	0.00
2007	125,628.56	4,211.99-	4,211.99-	1,292.29	1,292.29	120,124.28	1.06	0.00
2006	96,790.03	11,832.16-	11,832.16-	650.80	650.80	84,307.07	.77	0.00
2005	90,405.14	12,161.09-	12,161.09-	430.79	430.79	77,813.26	.55	0.00
2004	54,588.46	9,247.79-	9,247.79-	174.30	174.30	45,166.37	.38	0.00
2003	34,594.09	4,205.77-	4,205.77-	668.98	668.98	29,719.34	2.20	0.00
2002	130,854.55	10,826.55-	10,826.55-	3,292.14	3,292.14	116,735.86	2.74	0.00
****	7,120,885.27	86,174,352.47	86,174,352.47	85,642,975.09	85,642,975.09	7,652,262.65		495.62-
CURR	0.00	86,722,196.67	86,722,196.67	83,600,126.73	83,600,126.73	3,122,069.94		0.00
DELO	7,120,885.27	547,844.20-	547,844.20-	2,042,848.36	2,042,848.36	4,530,192.71		495.62-

FISCAL START: 07/01/2023 END: 06/30/2024 JURISDICTION: 0047 MCALLEN ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0 0	01.001100	5,021.36	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	0.00	5,021.36	5,021.36	0.00	0.00	5,021.36		0.00
2022	0.00	25,929.66	25,929.66	20,426.66	20,426.66	5,503.00	78.78	0.00
2021	16,093.26	26,895.58	26,895.58	37,280.08	37,280.08	5,708.76	86.72	0.00
2020	16,105.48	21,221.01	21,221.01	37,326.49	37,326.49	0.00		0.00
2019	1,096.96	.00	0.00	1,096.96	1,096.96	0.00		0.00
2018	0.00	.00	0.00	0.00	0.00	0.00		0.00
2012	1,217.12	.00	0.00	0.00	0.00	1,217.12		0.00
****	34,512.82	79,067.61	79,067.61	96,130.19	96,130.19	17,450.24		0.00
CURR	0.00	5,021.36	5,021.36	0.00	0.00	5,021.36		0.00
DELQ	34,512.82	74,046.25	74,046.25	96,130.19	96,130.19	12,428.88		0.00

FISCAL START: 07/01/2023 END: 06/30/2024 JURISDICTION: 0047 MCALLEN ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	9,006,089,279	51,636,983	9,057,726,262	01.001100	86,727,218.03	44,143

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	0.00	86,727,218.03	86,727,218.03	83,600,126.73	83,600,126.73	3,127,091.30	96.39	0.00
2022	2,913,412.04	272,186.79-	272,186.79-	1,546,311.11	1,546,311.11	1,094,914.14	58.55	0.00
2021	784,361.21	69,576.30-	69,576.30-	201,254.67	201,254.67	513,530.24	28.16	0.00
2020	504,846.92	18,352.39	18,352.39	148,949.38	148,949.38	374,249.93	28.47	0.00
2019	505,255.79	7,109.96-	7,109.96-	70,401.40	70,401.40	427,744.43	14.13	0.00
2018	329,337.69	73,688.90-	73,688.90-	43,618.36	43,618.36	212,030.43	17.06	495.62-
2017	211,068.13	1,721.29-	1,721.29-	34,502.33	34,502.33	174,844.51	16.48	0.00
2016	196,014.58	3,656.41-	3,656.41-	29,804.88	29,804.88	162,553.29	15.49	0.00
2015	187,644.06	1,754.52-	1,754.52-	20,822.80	20,822.80	165,066.74	11.20	0.00
2014	157,350.45	3,073.01-	3,073.01-	17,205.59	17,205.59	137,071.85	11.15	0.00
2013	127,149.48	353.40-	353.40-	5,160.97	5,160.97	121,635.11	4.07	0.00
2012	120,091.98	79.27-	79.27-	4,142.80	4,142.80	115,869.91	3.45	0.00
2011	118,516.46	172.04-	172.04-	3,326.70	3,326.70	115,017.72	2.81	0.00
2010	124,013.41	221.47-	221.47-	2,666.81	2,666.81	121,125.13	2.15	0.00
2009	188,803.01	2,126.99-	2,126.99-	1,982.46	1,982.46	184,693.56	1.06	0.00
2008	154,672.05	3,944.64-	3,944.64-	2,318.99	2,318.99	148,408.42	1.54	0.00
2007	125,628.56	4,211.99-	4,211.99-	1,292.29	1,292.29	120,124.28	1.06	0.00
2006	96,790.03	11,832.16-	11,832.16-	650.80	650.80	84,307.07	.77	0.00
2005	90,405.14	12,161.09-	12,161.09-	430.79	430.79	77,813.26	.55	0.00
2004	54,588.46	9,247.79-	9,247.79-	174.30	174.30	45,166.37	.38	0.00
2003	34,594.09	4,205.77-	4,205.77-	668.98	668.98	29,719.34	2.20	0.00
2002	130,854.55	10,826.55-	10,826.55-	3,292.14	3,292.14	116,735.86	2.74	0.00
****	7,155,398.09	86,253,420.08	86,253,420.08	85,739,105.28	85,739,105.28	7,669,712.89		495.62-
CURR	0.00	86,727,218.03	86,727,218.03	83,600,126.73	83,600,126.73	3,127,091.30		0.00
DELO	7,155,398.09	473,797.95-	473,797.95-	2,138,978.55	2,138,978.55	4,542,621.59		495.62-

PART 5

YEAR TO DATE MODIFICATIONS

HIDALGO COUNTY TAX OFFICE
PABLO "PAUL" VILLARREAL JR., TAX ASSESSOR & COLLECTOR
MODIFIED BILLS FROM 07/01/2023 TO 06/30/2024
MCALLEN ISD

CURR & PRIOR

YR	RATE	M&O	%	ADJ	M&O	I&S	%	I&S
2023	1.0011	0.8448	84.39%	86,722,196.67	73,182,411.09	0.1563	15.61%	13,539,785.58
2022	1.0964	1.0206	93.09%	(298,116.45)	(277,506.06)	0.0758	6.91%	(20,610.39)
2021	1.1370	1.0486	92.23%	(96,471.88)	(88,971.34)	0.0884	7.77%	(7,500.54)
2020	1.1386	1.0450	91.78%	(2,868.62)	(2,632.80)	0.0936	8.22%	(235.82)
2019	1.1528	1.0586	91.83%	(7,109.96)	(6,528.98)	0.0942	8.17%	(580.98)
2018	1.1550	1.1550	100.00%	(73,688.90)	(73,688.90)	-	0.00%	-
2017	1.1550	1.1550	100.00%	(1,721.29)	(1,721.29)	-	0.00%	-
2016	1.1550	1.1550	100.00%	(3,656.41)	(3,656.41)	-	0.00%	-
2015	1.1550	1.0400	90.04%	(1,754.52)	(1,579.83)	0.1150	9.96%	(174.69)
2014	1.1650	1.0400	89.27%	(3,073.01)	(2,743.29)	0.1250	10.73%	(329.72)
2013	1.1650	1.0400	89.27%	(353.40)	(315.48)	0.1250	10.73%	(37.92)
2012	1.1650	1.0400	89.27%	(79.27)	(70.76)	0.1250	10.73%	(8.51)
2011	1.1650	1.1650	100.00%	(172.04)	(172.04)	-	0.00%	-
2010	1.1650	1.0400	89.27%	(221.47)	(197.71)	0.1250	10.73%	(23.76)
2009	1.1650	1.0400	89.27%	(2,126.99)	(1,898.77)	0.1250	10.73%	(228.22)
2008	1.1450	1.0400	90.83%	(3,944.64)	(3,582.90)	0.1050	9.17%	(361.74)
2007	1.1450	1.0400	90.83%	(4,211.99)	(3,825.74)	0.1050	9.17%	(386.25)
2006	1.4780	1.3700	92.69%	(11,832.16)	(10,967.56)	0.1080	7.31%	(864.60)
2005	1.6155	1.5000	92.85%	(12,161.09)	(11,291.63)	0.1155	7.15%	(869.46)
2004	1.5400	1.5000	97.40%	(9,247.79)	(9,007.59)	0.0400	2.60%	(240.20)
2003	1.5400	1.5000	97.40%	(4,205.77)	(4,096.53)	0.0400	2.60%	(109.24)
2002	1.5425	1.5000	97.24%	(10,826.55)	(10,528.25)	0.0425	2.76%	(298.30)
TOTAL				86,174,352.47	72,667,427.23			13,506,925.24

	M&O	I&S
CURRENT	86,722,196.67	13,539,785.58
DELINQUENT	(547,844.20)	(32,860.34)
TOTAL	86,174,352.47	13,506,925.24

ROLLBACK

YR	RATE	M&O	%	ADJ	M&O	I&S	%	I&S
2023	1.0011	0.8448	84.39%	5,021.36	4,237.38	0.1563	15.61%	783.98
2022	1.0964	1.0206	93.09%	25,929.66	24,137.00	0.0758	6.91%	1,792.66
2021	1.1370	1.0486	92.23%	26,895.58	24,804.49	0.0884	7.77%	2,091.09
2020	1.1386	1.0450	91.78%	21,221.01	19,476.51	0.0936	8.22%	1,744.50
2019	1.1528	1.0586	91.83%	-	-	0.0942	8.17%	-
TOTAL				79,067.61	72,655.38			6,412.23

	M&O	I&S
CURRENT	5,021.36	783.98
DELINQUENT	74,046.25	5,628.25
TOTAL	79,067.61	6,412.23

JURISDICTION: 0047 MCALLEN ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	9,006,089,279	51,636,983	9,057,726,262	1.001100	86,722,196.67	44,143

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	0.00	86,722,196.67	86,722,196.67	83,600,126.73	83,600,126.73	3,122,069.94	96.40	0.00
	ADJUSTMENT REFUNDS	527,987.20-	527,987.20-					
2022	2,913,412.04	298,116.45-	298,116.45-	1,525,884.45	1,525,884.45	1,089,411.14	58.34	0.00
	ADJUSTMENT REFUNDS	296,660.27-	296,660.27-					
2021	768,267.95	96,471.88-	96,471.88-	163,974.59	163,974.59	507,821.48	24.41	0.00
	ADJUSTMENT REFUNDS	93,522.97-	93,522.97-					
2020	488,741.44	2,868.62-	2,868.62-	111,622.89	111,622.89	374,249.93	22.97	0.00
	ADJUSTMENT REFUNDS	2,306.94-	2,306.94-					
2019	504,158.83	7,109.96-	7,109.96-	69,304.44	69,304.44	427,744.43	13.94	0.00
	ADJUSTMENT REFUNDS	889.02-	889.02-					
2018	329,337.69	73,688.90-	73,688.90-	43,618.36	43,618.36	212,030.43	17.06	495.62-
	ADJUSTMENT REFUNDS	190.61-	190.61-					
2017	211,068.13	1,721.29-	1,721.29-	34,502.33	34,502.33	174,844.51	16.48	0.00
2016	196,014.58	3,656.41-	3,656.41-	29,804.88	29,804.88	162,553.29	15.49	0.00
2015	187,644.06	1,754.52-	1,754.52-	20,822.80	20,822.80	165,066.74	11.20	0.00
2014	157,350.45	3,073.01-	3,073.01-	17,205.59	17,205.59	137,071.85	11.15	0.00
2013	127,149.48	353.40-	353.40-	5,160.97	5,160.97	121,635.11	4.07	0.00
2012	118,874.86	79.27-	79.27-	4,142.80	4,142.80	114,652.79	3.49	0.00
2011	118,516.46	172.04-	172.04-	3,326.70	3,326.70	115,017.72	2.81	0.00
2010	124,013.41	221.47-	221.47-	2,666.81	2,666.81	121,125.13	2.15	0.00
2009	188,803.01	2,126.99-	2,126.99-	1,982.46	1,982.46	184,693.56	1.06	0.00
2008	154,672.05	3,944.64-	3,944.64-	2,318.99	2,318.99	148,408.42	1.54	0.00
2007	125,628.56	4,211.99-	4,211.99-	1,292.29	1,292.29	120,124.28	1.06	0.00
2006	96,790.03	11,832.16-	11,832.16-	650.80	650.80	84,307.07	.77	0.00
2005	90,405.14	12,161.09-	12,161.09-	430.79	430.79	77,813.26	.55	0.00
2004	54,588.46	9,247.79-	9,247.79-	174.30	174.30	45,166.37	.38	0.00
2003	34,594.09	4,205.77-	4,205.77-	668.98	668.98	29,719.34	2.20	0.00
2002	130,854.55	10,826.55-	10,826.55-	3,292.14	3,292.14	116,735.86	2.74	0.00
****	7,120,885.27	86,174,352.47	86,174,352.47	85,642,975.09	85,642,975.09	7,652,262.65		495.62-
	ADJUSTMENT REFUNDS	921,557.01-	921,557.01-					

JURISDICTION: 0047 MCALLEN ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	1.001100	5,021.36	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	0.00	5,021.36	5,021.36	0.00	0.00	5,021.36		0.00
	ADJUSTMENT REFUNDS	527,987.20-	527,987.20-					
2022	0.00	25,929.66	25,929.66	20,426.66	20,426.66	5,503.00	78.78	0.00
	ADJUSTMENT REFUNDS	296,660.27-	296,660.27-					
2021	16,093.26	26,895.58	26,895.58	37,280.08	37,280.08	5,708.76	86.72	0.00
	ADJUSTMENT REFUNDS	93,522.97-	93,522.97-					
2020	16,105.48	21,221.01	21,221.01	37,326.49	37,326.49	0.00		0.00
	ADJUSTMENT REFUNDS	2,306.94-	2,306.94-					
2019	1,096.96	.00	0.00	1,096.96	1,096.96	0.00		0.00
	ADJUSTMENT REFUNDS	889.02-	889.02-					
2018	0.00	.00	0.00	0.00	0.00	0.00		0.00
	ADJUSTMENT REFUNDS	190.61-	190.61-					
2012	1,217.12	.00	0.00	0.00	0.00	1,217.12		0.00
****	34,512.82	79,067.61	79,067.61	96,130.19	96,130.19	17,450.24		0.00
	ADJUSTMENT REFUNDS	921,557.01-	921,557.01-					

JURISDICTION: 0047 MCALLEN ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	9,006,089,279	51,636,983	9,057,726,262	1.001100	86,727,218.03	44,143

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	0.00	86,727,218.03	86,727,218.03	83,600,126.73	83,600,126.73	3,127,091.30	96.39	0.00
	ADJUSTMENT REFUNDS	527,987.20-	527,987.20-					
2022	2,913,412.04	272,186.79-	272,186.79-	1,546,311.11	1,546,311.11	1,094,914.14	58.55	0.00
	ADJUSTMENT REFUNDS	296,660.27-	296,660.27-					
2021	784,361.21	69,576.30-	69,576.30-	201,254.67	201,254.67	513,530.24	28.16	0.00
	ADJUSTMENT REFUNDS	93,522.97-	93,522.97-					
2020	504,846.92	18,352.39	18,352.39	148,949.38	148,949.38	374,249.93	28.47	0.00
	ADJUSTMENT REFUNDS	2,306.94-	2,306.94-					
2019	505,255.79	7,109.96-	7,109.96-	70,401.40	70,401.40	427,744.43	14.13	0.00
	ADJUSTMENT REFUNDS	889.02-	889.02-					
2018	329,337.69	73,688.90-	73,688.90-	43,618.36	43,618.36	212,030.43	17.06	495.62-
	ADJUSTMENT REFUNDS	190.61-	190.61-					
2017	211,068.13	1,721.29-	1,721.29-	34,502.33	34,502.33	174,844.51	16.48	0.00
2016	196,014.58	3,656.41-	3,656.41-	29,804.88	29,804.88	162,553.29	15.49	0.00
2015	187,644.06	1,754.52-	1,754.52-	20,822.80	20,822.80	165,066.74	11.20	0.00
2014	157,350.45	3,073.01-	3,073.01-	17,205.59	17,205.59	137,071.85	11.15	0.00
2013	127,149.48	353.40-	353.40-	5,160.97	5,160.97	121,635.11	4.07	0.00
2012	120,091.98	79.27-	79.27-	4,142.80	4,142.80	115,869.91	3.45	0.00
2011	118,516.46	172.04-	172.04-	3,326.70	3,326.70	115,017.72	2.81	0.00
2010	124,013.41	221.47-	221.47-	2,666.81	2,666.81	121,125.13	2.15	0.00
2009	188,803.01	2,126.99-	2,126.99-	1,982.46	1,982.46	184,693.56	1.06	0.00
2008	154,672.05	3,944.64-	3,944.64-	2,318.99	2,318.99	148,408.42	1.54	0.00
2007	125,628.56	4,211.99-	4,211.99-	1,292.29	1,292.29	120,124.28	1.06	0.00
2006	96,790.03	11,832.16-	11,832.16-	650.80	650.80	84,307.07	.77	0.00
2005	90,405.14	12,161.09-	12,161.09-	430.79	430.79	77,813.26	.55	0.00
2004	54,588.46	9,247.79-	9,247.79-	174.30	174.30	45,166.37	.38	0.00
2003	34,594.09	4,205.77-	4,205.77-	668.98	668.98	29,719.34	2.20	0.00
2002	130,854.55	10,826.55-	10,826.55-	3,292.14	3,292.14	116,735.86	2.74	0.00
****	7,155,398.09	86,253,420.08	86,253,420.08	85,739,105.28	85,739,105.28	7,669,712.89		495.62-
	ADJUSTMENT REFUNDS	921,557.01-	921,557.01-					

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Ms Luna*

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Sep 3, 2024 11:20 CDT)

McALLEN INDEPENDENT SCHOOL DISTRICT



DELINQUENT TAX COLLECTION REPORT
AUGUST 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

August 13, 2024

Mrs. Sofia M. Peña, President
Mrs. Lucia Regalado Vice-President
Mrs. Erica De La Garza, Secretary
Mrs. Debbie Crane Aliseda, Trustee
Mrs. Elizabeth (Lizzie) Kittleman, Trustee
Mr. Aaron D. Rivera, Trustee
Mrs. Lucia Thompson, Trustee
Dr. René Gutiérrez, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501

RE: Delinquent Tax Collection for April 01, 2024 through June 30, 2024

Dear Dr. Gutierrez and Board of Trustees:

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

Please know that we truly appreciate the opportunity to represent McAllen Independent School District on all delinquent ad valorem tax matters. As always, we will continue to provide McAllen Independent School District with quality representation, consistent results, and an ample experienced staff of attorneys and legal assistants 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 McAllen Independent School District continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to 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.

FOURTH QUARTER

2 Demand Mailing – 1,074 Statements Mailed

FISCAL YEAR

9 Demand Mailing – 13,265 Statements Mailed

CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to 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.

FOURTH QUARTER

1,689 Phone Calls

114 Pay Off Requests

87 On-Site Visits

FISCAL YEAR

4,586 Phone Calls

434 Pay Off Requests

191 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.

FOURTH QUARTER

Litigation Activity	Cases	Base, Penalty and Interest
• Filed Lawsuits	24	\$78,812
• Lawsuits Disposed	32	\$124,349
• Judgments Taken	11	\$25,149

FISCAL YEAR

Litigation Activity	Cases	Base, Penalty and Interest
• Filed Lawsuits	116	\$692,292
• Lawsuits Disposed	134	\$523,931
• Judgments Taken	76	\$274,485
• Tax Warrants	7	\$49,985
• Pending Litigation as of 7/2024	285	\$1,658,974



TAX SALES/RESALES

Our Office regularly monitors all judgments we take on behalf of McAllen Independent School District. During this quarter, one (1) tax sale was conducted, placing one (1) property for sale. During this fiscal year, seven (7) tax sales were conducted, placing eleven (11) properties for sale.

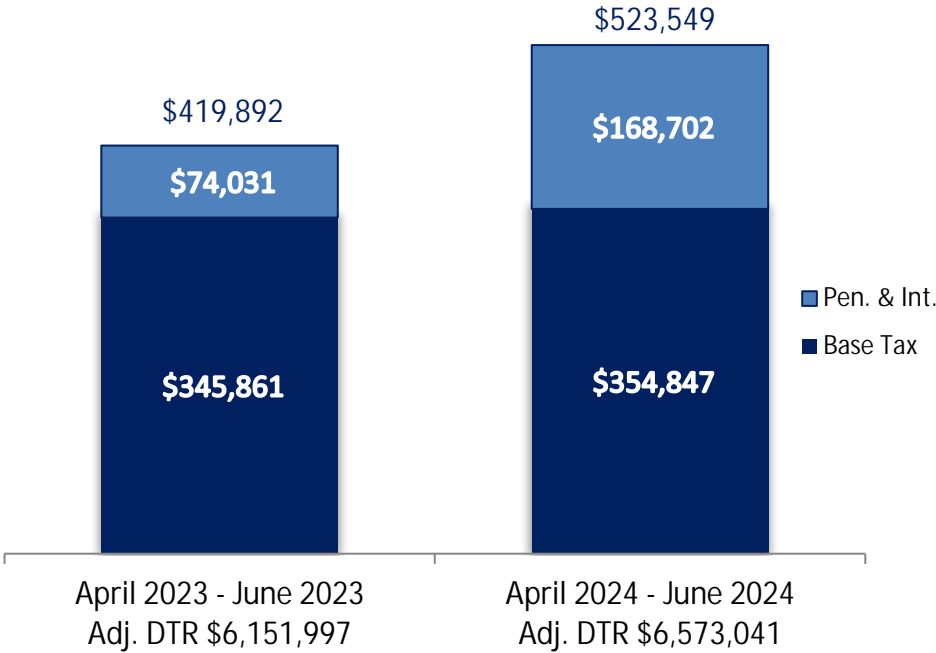
FOURTH QUARTER

Tax Sale Result	Number of Properties	Base, Penalty and Interest
Pulled – Paid in Full	1	\$3,507

FISCAL YEAR

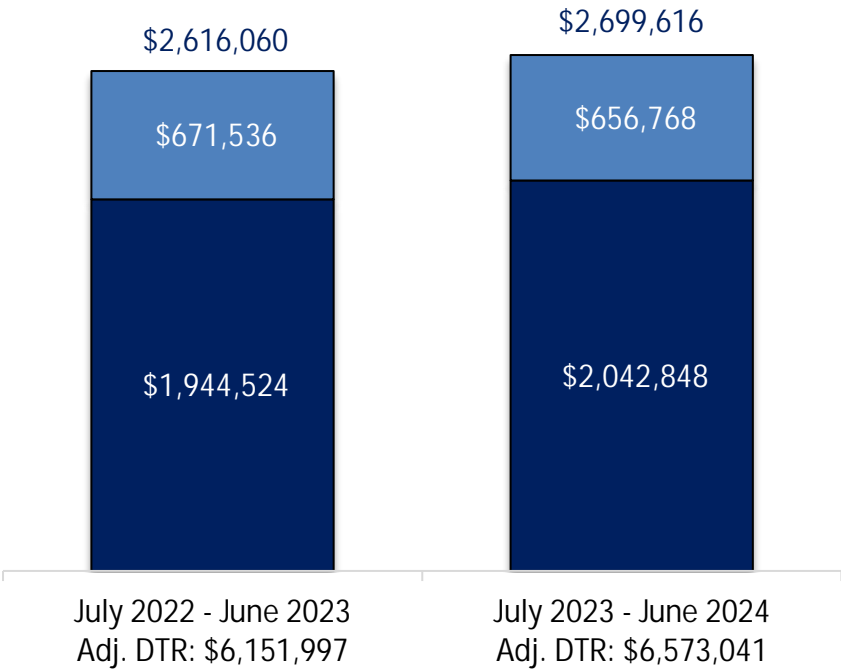
Tax Sale Result	Number of Properties	Base, Penalty and Interest
Sold	5	\$33,285
Pulled – Paid in Full	3	\$73,413
Pulled – Pending Payments	2	\$15,844
Pulled – Payment Agreements	1	\$7,742

Fourth Quarter Comparison



Source: Hidalgo County Tax Office Reports

Fiscal Year 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. These letters inform the delinquent taxpayer of options available for payment during this period.

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: September 10, 2024

Attachment:

SUBMITTED BY: *Elizabeth Carter*

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Beni Gutierrez
RENE GUTIERREZ (Sep 4, 2024 09:36 CDT)



INDEPENDENT SCHOOL DISTRICT

Report Regarding Enrollment & Attendance

September 2024

220

Lisa Cavazos, Director Strategic Partnerships & Student Outreach

Enrollment Progress

19,879
LDOS May 2023

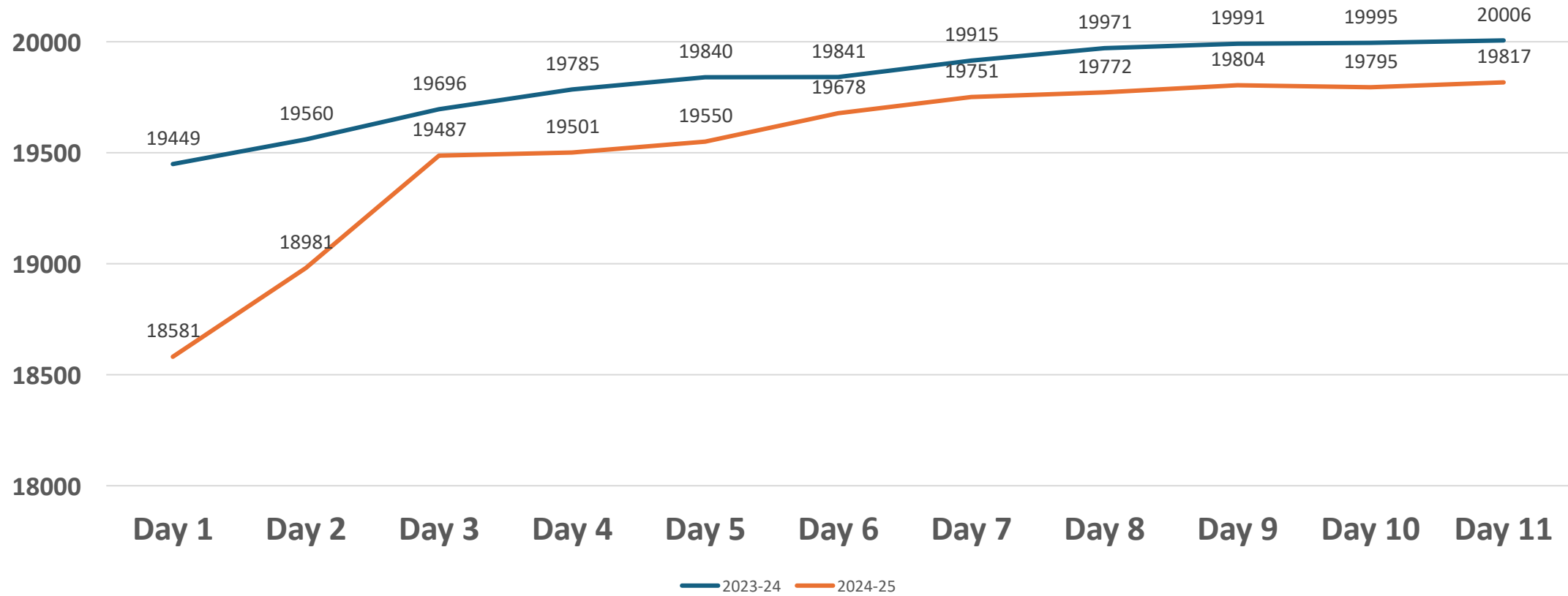
↑ 20,601
Engaged
In the process
students
as of Aug. 9

↓ 18,581
First Day of School

↑ 19,817
September 3

221

Enrollment for first 11 school days year-over-year comparison



Current Enrollment at McAllen ISD



1,315

Recruitment, Retention
& Recapture since FDOS



79

Withdraws since
FDOS



**Actual
Change
1,236**

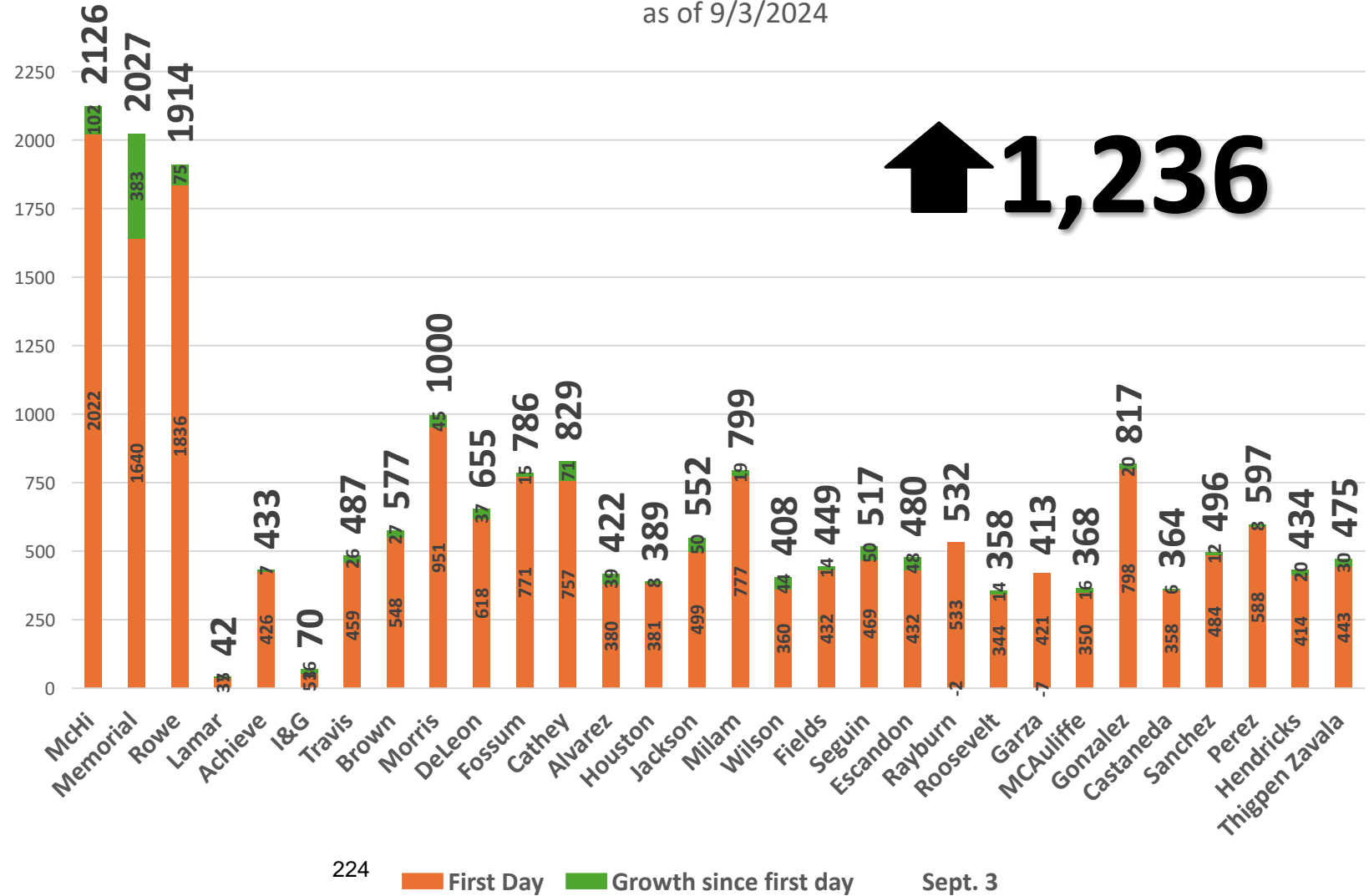
New Entries since the first day of school

45% of our new entries since the first day of school are to the 3 comprehensive high schools.

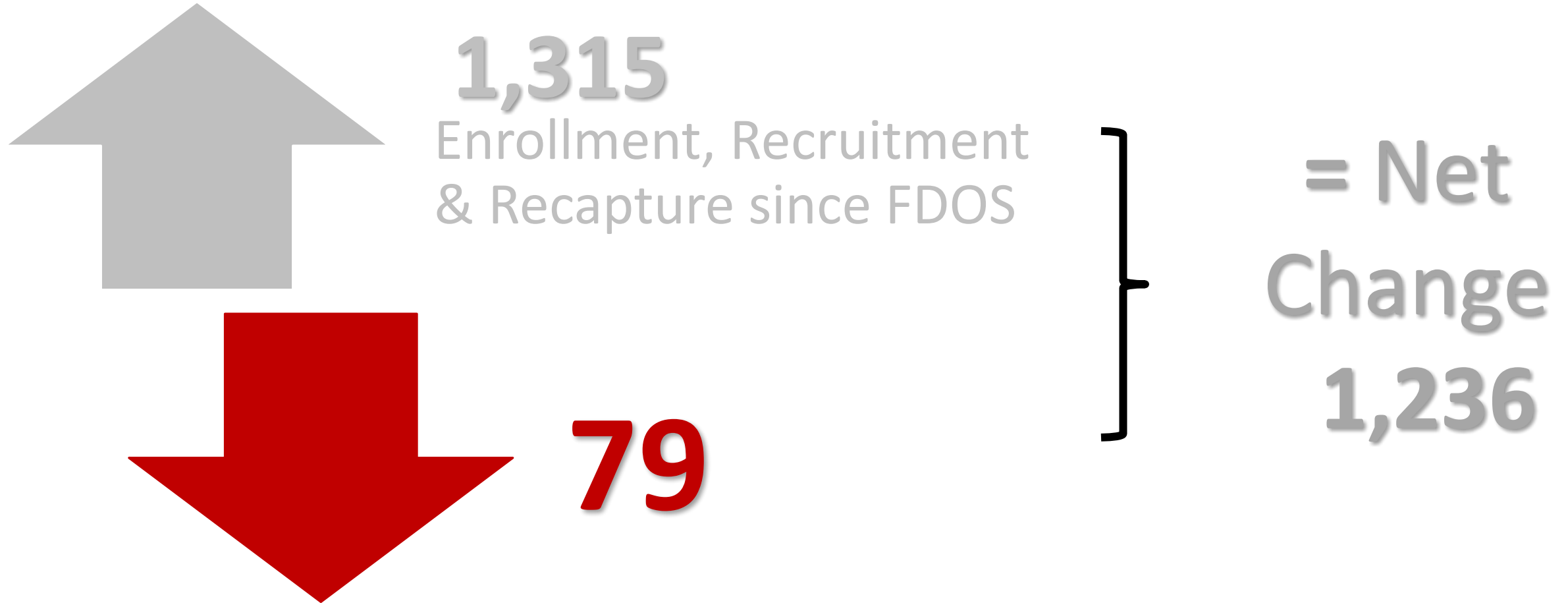
Cathey MS is nearly on par with Rowe High School with 71 new entries.

Jackson, Seguin, and Escandon lead the elementary campuses with ~50 new entries.

Enrollment Growth by Campus since First Day of School as of 9/3/2024

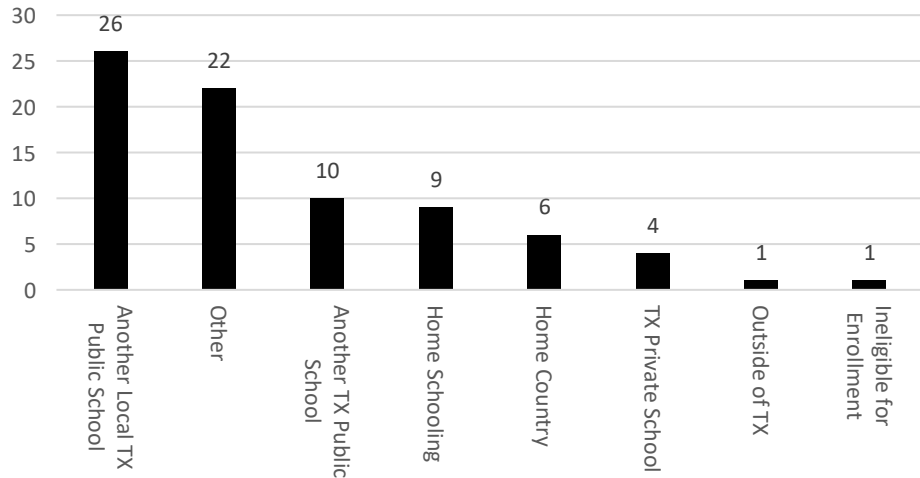


Current Enrollment at McAllen ISD

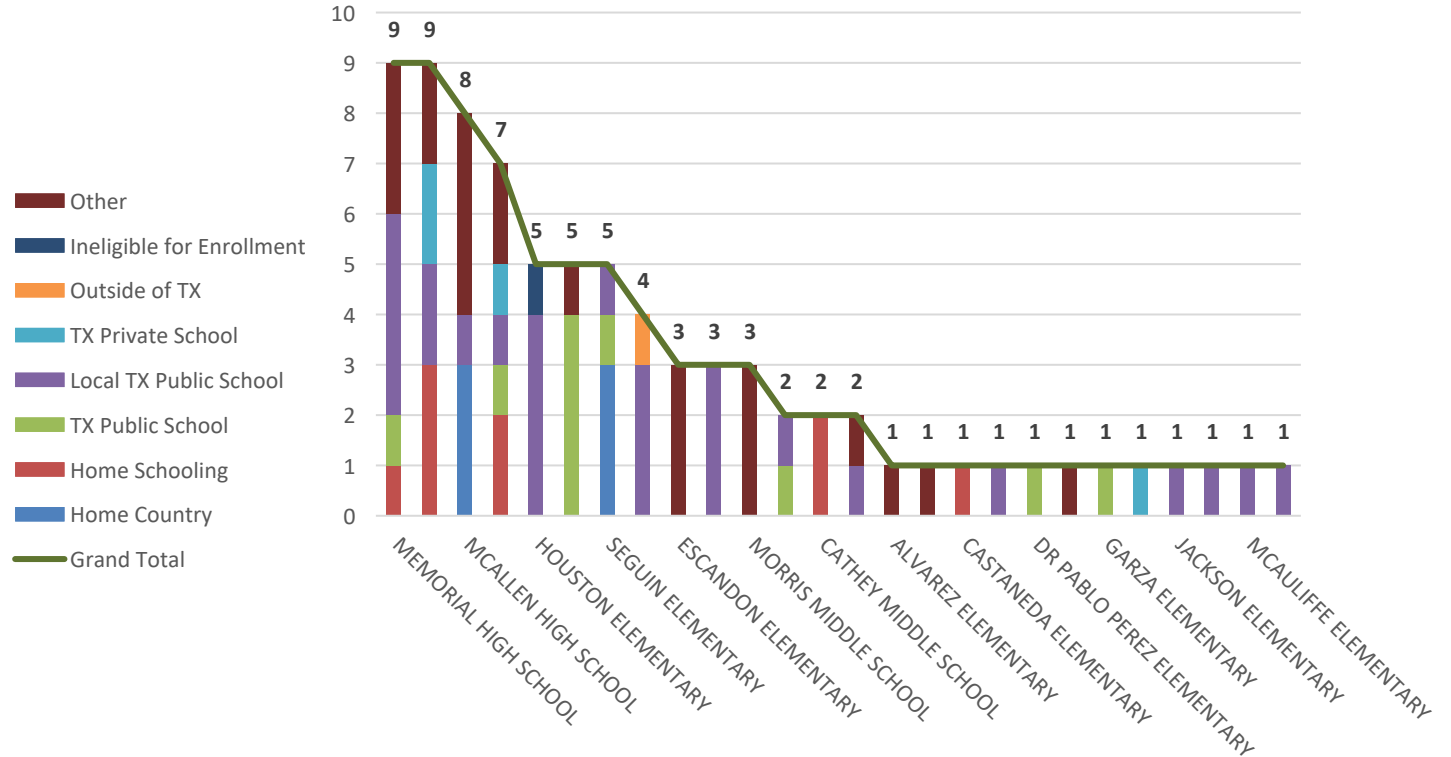


Current Enrollment at McAllen ISD

Withdraws Since First Day of School



Withdraws by Campus and Reason



Students who have withdrawn from McAllen ISD since the first day of school

Largest group are “unknown” or not identified
 Highest population is in high school

Transfer Students (Recruitment)

District	Count of Transfer Students	Percent of Total
McAllen Independent School District	836	46.37%
Edinburg Consolidated Independent School District	375	20.80%
Sharyland Independent School District	256	14.20%
Pharr-San Juan-Alamo Independent School District	192	10.65%
Mission Consolidated Independent School District	51	2.83%
La Joya Independent School District	37	2.05%
Valley View Independent School District	18	1.00%
Donna Independent School District	16	0.89%
Hidalgo Independent School District	6	0.33%
Weslaco Independent School District	5	0.28%
Harlingen Consolidated Independent School District	4	0.22%
Edcouch-Elsa Independent School District	1	0.06%
Jim Hogg County Independent School District	1	0.06%
Monte Alto Independent School District	1	0.06%
Progreso Independent School District	1	0.06%
Rio Grande City Consolidated Independent School District	1	0.06%

227

Highlights of Transfer Recruitment

- 948 student transfers were NOT with us last school year
- 48 came from IDEA
- 31 came from Vanguard
- 61 came from private school
- 37 came from STISD

MC ALLEN ISD

STUDENT OUTREACH

Est. 2019



Lisa Cavazos

Director

Susan Garcia

Transfer Specialist

Mary Tarbutton

Outreach Specialist

Elisa Rodriguez

Recruiter

Recruit:

- Community events (fall and holiday season)
- Early childhood focus

Retain:

- Leverage the transfer process when necessary
- Customer service always
- Leverage re-registration end-of-year, and new year processes

Recapture:

- Targeted outreach to students on the no-show and withdraw list.



Questions

THANK YOU FOR YOUR TIME!


**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 3, 2024 10:32 CDT)
231
Superintendent of Schools

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
McALLEN INDEPENDENT SCHOOL DISTRICT §

**A RESOLUTION ADOPTING
INVESTMENT POLICY AND INVESTMENT STRATEGY**

WHEREAS, the Public Funds Investment Act codified in the Texas Government Code Chapter 2256 governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a), as amended, requires the McAllen Independent School District to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the District’s investment policy for fiscal year 2024-2025 has been presented to the Board for its consideration and approval, as required by the Act with the following amendments:

- Extending the maximum maturity from three years to five years;
- Extending the maximum maturity of commercial paper from 270 days to 365 days;
- Included wording through out policy that the maximum weighted maturity of the total portfolio is two years;
- Removed the one-year Treasury Bill as a benchmark for the portfolio.

NOW THEREFORE BE IT RESOLVED

That the McAllen Independent School District has complied with the requirements of the Public Funds Investment Act and the District’s Investment Policy, and adopts the Investment Policy and Investment Strategy, with changes, for fiscal year 2024-2025.

Adopted this 10th day of September, 2024, by the Board of Trustees.

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Sofia M. Peña, President
Board of Trustees

ATTEST:

By: _____
Erica de la Garza-Lopez, Secretary
Board of Trustees

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Maria Luna* **SUPERVISOR:** *Lorena Garcia*

Approved for presentation to the Board of Education:

Beni Gutierrez
[RENE GUTIERREZ \(Sep 4, 2024 11:31 CDT\)](#)

Superintendent of Schools

Description	A	B	C		D	E
	Original Budget	Revised Budget 07/31/2024	Budget Amendments Under Consideration		Revised Budget 08/31/2024	
			Revisions	Transfers		
Unaudited Fund Balance	132,460,807	132,460,807				132,460,807
Revenues:						
Local:						
Property Taxes	79,212,593	79,212,593				79,212,593
Interest Income	3,060,000	3,060,000				3,060,000
Other Local Income	2,176,542	2,176,542	62,947			2,239,489
State:	140,703,661	140,703,661				140,703,661
Federal:	23,947,355	23,947,355	175,000			24,122,355
Other Sources:	0	34,980	20,439			55,419
Total Revenues	249,100,151	249,135,131	258,386	0		249,393,517
Expenditures:						
11 Instruction	132,270,921	132,467,848	3,475,784	(114,113)		135,829,519
12 Inst. Res. & Media Services	3,349,732	3,349,807	21,555	(300)		3,371,062
13 Curriculum Dev. & Inst. Staff Dev.	3,862,783	3,970,260		122,165		4,092,425
21 Inst. Leadership	3,460,537	3,647,108	5,903	15,175		3,668,186
23 School Leadership	13,842,089	13,937,249		18,323		13,955,572
31 Guid., Counseling & Eval. Ser.	10,829,063	10,851,480	2,053	(46,254)		10,807,279
32 Social Work Services	1,970,180	1,970,180		(100)		1,970,080
33 Health Services	3,026,343	3,026,343		2,500		3,028,843
34 Student (Pupil) Trans.	4,940,668	5,041,668	461,945			5,503,613
35 Food Services	21,826,304	22,169,704				22,169,704
36 Curricular/Extracurricular Act.	9,896,442	10,691,632	89,018	(17,877)		10,762,773
41 General Administration	7,650,393	7,742,143	14,000	(5,000)		7,751,143
51 Plant Maint. & Operations	20,698,687	22,420,085	87,956	12,374		22,520,415
52 Security and Monitoring Serv.	5,048,236	7,053,919	72,641	5,800		7,132,360
53 Data Processing Services	5,251,154	5,884,756		1,700		5,886,456
61 Community Services	82,415	87,665	310	100		88,075
71 Debt Service	4,481,506	4,481,506	3,983			4,485,489
81 Fac. Acquisition & Const.	0	220,367	1,763,499	5,507		1,989,373
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000				40,000
99 Other Intergovernmental Charges	1,072,698	1,072,698				1,072,698
Other Uses	0	0				0
Total Expenditures	253,600,151	260,126,418	5,998,647	0		266,125,065
Preliminary Ending Fund Balance	127,960,807	121,469,520	(5,740,261)	0		115,729,259

GENERAL FUND
Revisions

REVENUES:

Local					
	- Sponsorship from Timarron, Delcom and Alonzo Cantu for TECHnovate Conference for Fund 199 General Fund			\$ 5,000	
	- Carry-forward Donations from 2023-2024 for Fund 199 General Fund - Various			<u>57,947</u>	
					62,947
Federal					
	- Carry-forward Balance from 2023-2024 CDBG Grant from the City of McAllen for Sports Lighting at Brown Middle School for Fund 199 General Fund			\$ 175,000	
					<u>175,000</u>
Other Sources					
	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Gym Sound System at Sanchez Elementary			\$ 12,580	
	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for enCORE K-12 Student Software at Perez Elementary			<u>7,859</u>	
					20,439
Grand Total					<u>\$ 258,386</u>

EXPENDITURES:

Function 11	- Carry-forward Donation from 2023-2024 for Culinary Arts		\$ 20,000		
	- Increase for enCORE K-12 Student Software at Perez Elementary		7,859		
	- Transfer from Fund Balance for Fund 156 Early Education Allotment for Pre-K and Headstart Three Cheers Curriculum Kits		104,004		
	- Transfer from Fund Balance for Fund 157 Dyslexia for Teacher Stipends, Supplies and Curriculum Writing		72,000		
	- Transfer from Assigned Fund Balance for Fund 184 Fine Arts - Carry-forward Purchase Order for Instruments		16,893		
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Teacher Incentive Allotment Application Fee		110,000		
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - UTRGV-MISD Collegiate Academy Copier Lease and Science Labs		104,197		
	- Transfer from Committed Fund Balance for Fund 194 ESSER II Local - Quinta Mazatlan		<u>3,040,831</u>		
					3,475,784
Function 12	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Library Books for UTRGV-MISD Collegiate Academy		\$ 21,555		
					21,555
Function 21	- Carry-forward Donation from 2023-2024 for TECHnovate and BBQ Cook Off		\$ 903		
	- Increase to Supplies for TECHnovate Conference for Fund 199 General Fund		<u>5,000</u>		
					5,903
Function 31	- Carry-forward Donation from 2023-2024 for College Board		\$ 2,053		
					2,053
Function 34	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Purchase Orders from 2023-2024 for Transportation Buses, Parts and Supplies		\$ 461,945		
					461,945
Function 36	- Carry-forward Donation from 2023-2024 for Robotics and Choir		\$ 20,681		
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Purchase Order from 2023-2024 for Electric Cars Building Kits		13,500		
	- Transfer from Assigned Fund Balance for Fund 184 Fine Arts - Day Cab Truck for Band Instrument and Prop Transportation		49,900		
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Purchase Order from 2023-2024 for Pressbox		<u>4,937</u>		
					89,018
Function 41	- Carry-forward Donation from 2023-2024 for General Assembly and H-E-B Excellence in Education		\$ 14,000		
					14,000

GENERAL FUND
Revisions

Function 51	- Increase for Gym Sound System at Sanchez Elementary for Fund 199 General Fund	\$ 12,580	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Purchase Orders from 2023-2024 for Intercoms	<u>75,376</u>	87,956
Function 52	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance and Purchase Orders from 2023-2024 for Radios and Security Cameras	<u>\$ 72,641</u>	72,641
Function 61	- Carry-forward Donation from 2023-2024 for Dyslexia Conference	<u>\$ 310</u>	310
Function 71	- Transfer from Assigned Fund Balance for Fund 199 General Fund - UTRGV-MISD Collegiate Academy Copier Lease	<u>\$ 3,983</u>	3,983
Function 81	- Carry-forward Balance from 2023-2024 for Sports Lighting at Brown Middle School from CDBG Grant for Fund 199 General Fund	\$ 175,000	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Purchase Orders from 2023-2024 for Security Cameras	1,150	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Purchase Orders from 2023-2024 for Pressbox at Memorial High School	13,500	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Purchase Orders from 2023-2024 for Pressbox	35,093	
	- Transfer from Committed Fund Balance for Fund 194 ESSER II Local - Carry-forward Purchase Orders from 2023-2024 for Network Operating Center	1,234,885	
	- Transfer from Committed Fund Balance for Fund 199 General Fund - Crocket Roof Repairs	<u>303,871</u>	1,763,499
Grand Total		<u>\$ 5,998,647</u>	

CAPITAL PROJECTS

Description	A	B	C		D	E
	Original Budget	Revised Budget 07/31/2024	Budget Amendments Under Consideration		Revised Budget 08/31/2024	
			Revisions	Transfers		
Unaudited Fund Balance	6,231,857	6,231,857				6,231,857
Revenues:						
Local						
Other Local Income	0	0	1,074,234			1,074,234
Other Sources	0	0				0
Total Revenues	0	0	1,074,234	0	0	1,074,234
Expenditures:						
11 Instruction				74,902		74,902
33 Health Services				2,094		2,094
36 Curricular/Extracurricular Act.		87,600	25,814			113,414
51 Plant Maint. & Operations	279,043	312,102	262,673	139,811		714,586
52 Security and Monitoring Serv.		389,346				389,346
81 Fac. Acquisition & Const.	4,648,611	4,226,206	1,084,963	(216,807)		5,094,362
Total Expenditures	4,927,654	5,015,254	1,373,450	0	0	6,388,704
Preliminary Ending Fund Balance	1,304,203	1,216,603	(299,216)	0	0	917,387

CAPITAL PROJECTS FUND
Revisions

REVENUES:

Local			
Other Local Income	- UTRGV Reimbursement for the UTRGV Collegiate Academy	\$ 1,074,234	1,074,234
	Grand Total	<u>\$ 1,074,234</u>	

EXPENDITURES:

Function 36	- Carry-forward Purchase Orders from 2023-2024 for Fund 619 MISD MTN20- Pressbox	\$ 17,545	
	- Carry-forward Balance from 2023-2024 for Fund 698 MISD Capital Projects - Pressbox	<u>8,269</u>	25,814
Function 51	- Fire Alarm Upgrade for Cathey Middle School for Fund 620 MTN20	\$ 195,000	
	- Carry-forward Purchase Orders from 2023-2024 for Fund 620 MTN20 - HVAC, Fire Alarms and Fence	<u>67,673</u>	262,673
Function 81	- Carry-forward Purchase Orders from 2023-2024 for Fund 620 MTN20 - HVAC, Fire Alarms, Restrooms, Safety, Roof Repairs and Paving	\$ 737,055	
	- Carry-forward Purchase Orders from 2023-2024 for Fund 697 UTRGV Collegiate Academy	340,338	
	- Carry-forward Purchase Orders from 2023-2024 for Fund 698 MISD Capital Projects - Pressbox	<u>7,570</u>	1,084,963
	Grand Total	<u>\$ 1,373,450</u>	

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Richard Covino*

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Sep 4, 2024 09:35 CDT)

Texas Education Agency



APPLICATION

Updated April 2024

Optional Flexible School Day Program (OFSDP)

2024-2025 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

McAllen Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

2000 N. 23rd St., McAllen, Texas 78501

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, District Contacts
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opfex@tea.texas.gov or call 512-463-8916.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opfex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. Rene Gutierrez

Typed Title Superintendent

Authorized Signature

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Ms. Sofia Pena, (956)618-6000

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Dr. Rene Gutierrez, (956) 618-6000

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: September
Day: 10
Year: 2024
Time: 5:30 p.m.
Location: 2000 N. 23rd St., McAllen, TX 78501

Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Ms. Sofia Pena, (956) 618-6000

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Dr. Rene Gutierrez, (956) 618-6000

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy-related services, or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. NOTE: absences and days present do not exist in the OFSDP

Explain the following:

- a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
- b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
- c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
- d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
- e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
- f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):
 - a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status and the name of the accrediting agency.
 - b. Indicate how students will be offered or provided referrals for mental health services.
10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student's progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
 - e. Provide the location and a brief description of the in-person student engagement center.

Appendix Four District Contacts

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

District Contacts for the Application

District/Charter School Superintendent:	Dr. Rene Gutierrez
Mailing Address:	2000 N 23rd St.
City, State, Zip Code:	McAllen, Texas 78504
Telephone Number:	(956) 618-6000
Email Address:	rene.gutierrez@mcallenisd.net

District PEIMS Coordinator:	Angela Allen
Email Address:	angela.allen@mcallenisd.net

OFSDP Contact Name:	Lisette Hinojosa
Email Address:	lhinojosa@mcallenisd.net

OFSDP Contact Name:	Elizabeth Cavazos
Email Address:	elizabeth.cavazos@mcallenisd.net

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

***All file names should include the district/charter school’s name**

1. Describe the program goals and objectives.

The goal of the Optional Flexible School Day Program is to improve promotion and graduation rates of students who are at risk for dropping out of school as defined by TEC 29.081, or who because of attendance requirements under the TEC 25.092, will be denied credit for one or more classes in which the student has been enrolled. Additionally, students participating in McAllen ISD’s Achieve Early College High School Program will also be eligible to participate.

The program objective is to introduce flexibility in how the student meets attendance requirements and earns sufficient time to be awarded credit or be promoted.

2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.

As much as possible, students will adhere to their regular schedule. That is, the hours of the normal school day.

Elementary: 7:50 a.m. – 3:30 p.m.

Middle School: 8:00 a.m. – 4:05 p.m.

High School: 8:15a a.m. – 4:15 p.m.

Some flexibility will be allowed for students who can attend before and/or after the normal school day between the hours of 7:00 a.m. to 7:00 p.m. with a maximum of 600 minutes per calendar day.

3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.

The district will not hire additional staff to operate the program. There is great value in leveraging the current staff as they are familiar with students and their situations and have worked to establish rapport and relationships with families. To that end, the following staff resources will be allocated to this effort per program site:

- Assistant Principal (to serve as program coordinator, assignment)
- Campus PEIMS Clerk / Attendance Clerk (assignment)

All teachers must be highly qualified as defined in State statute. Administrators and counselors must have appropriate Principal or School Counselor certifications for assigned duties.

4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.

McAllen ISD will use the following criteria for identifying students eligible for Optional Flexible School Day Program:

- TEC 29.081 At-Risk Students
 - While not all at-risk students will be invited to participate in the Optional Flexible School Day Program, those students whose circumstances prevent regular, consistent school attendance will be considered. Referrals for this program for students who are

considered at-risk can and will be made by teachers, staff, parents, and potentially the students themselves.

- TEC 25.092 Minimum Attendance
 - Students whose absences reach 10% of a grading period (3 absences) will be considered for the Optional Flexible School Day Program. This proactive approach will be taken to prevent truancy and loss of credit. Students' attendance records, as reported and verified in Skyward (McAllen ISD's student data management system) will be used to identify students. These students will be reviewed by the school administration for appropriateness of the program for the individual student.
- TEC 29.908 Early College High School
 - McAllen ISD's Achieve Early College High School serves approximately 400 students in grades 9-12. These students take courses through McAllen ISD, as well as through South Texas College. Students whose course load at the South Texas College requires them to be physically on the South Texas College campus during official attendance taking time will be considered for the Optional Flexible School Day Program.
- Credit Recovery
 - Students who are eligible for summer school and whose attendance is below the 90% rule (18 absences for the academic year) will be considered for the Optional Flexible School Day Program.

5. Indicate the estimated number of OFSDP students that will be served per teacher.

Kindergarten - fourth grade classrooms will not exceed the 22:1 student-teacher ratio per the Texas Education Code §25.112 unless applicable waivers are granted.

6. If the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.

McAllen ISD has adopted a process by which students in the Optional Flexible School Day program attend school during the regular school day. This maximizes their access to special education, career and technology education, pregnancy related services, and bilingual education. Students receive these services as any student would. All teachers must be highly qualified as defined in State statute. Administrators and counselors must have appropriate Principal or School Counselor certifications for assigned duties.

7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. NOTE: absences and days present do not exist in the OFSDP Explain the following:

a. How the classroom teacher will verify the number of instructional minutes a student receives each day.

Each teacher will track when a student arrives in class and when the student departs. The total number of minutes the student is present in class will either be recorded on a paper register (template provided by Texas Education Agency) or will be recorded in the Student Information System, daily. Teachers will verify these entries weekly.

b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.

The records reported by teachers will be audited to identify days with less than 45 minutes of attendance. These entries will be omitted from reports for funding purposes.

c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.

When the student is transferred from the traditional ADA program to the OFSDP program, the total number of days the student spent on the traditional ADA program will be noted.

The total number of minutes the student is eligible to be on the OFSDP program will be (the total number of calendar school days) – (the number they have spent on traditional ADA) x 240.

If a student transfers back to traditional ADA after OFSDP, then the total number of days the student is eligible to be on traditional ADA will be (the total number of calendar days for the academic year) – (days already spent on traditional ADA) – (minutes earned on OFSDP / 240).

d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.

Students who are coded as OFSDP are distinguished with a unique indicator in Skyward. This alerts the teacher that they are on OFSDP and not traditional ADA. The Skyward system is set up with a text box for entering minutes rather than “Absent” or “Present” for students on OFSDP.

e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.

To comply with 2.2.3 documentation will be kept for every individual student participating in the OFSDP. This will ensure that time tracking is kept and verified on a weekly basis. Our Student Information System complies with all requirements for attendance accounting needed for auditing purposes.

To comply with 11.6, students will receive one-to-one academic support and counseling to track their progress throughout the program to ensure the flexibility offered meets their needs. This will be a combination of traditional school day and after-school program hours. The district (and program) will remain flexible as the student’s individual needs may change throughout the course of the year.

f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six week attendance reporting period.

Attendance verifications will take place weekly at the campus level, as well as the district level. Furthermore, overall student progress, number of students being served to include a breakdown by ethnicity, age, gender, socioeconomic status, and graduation progress will be monitored and reported. McAllen ISD’s Student Detail Audit report for each six-week period will be reviewed and certified accordingly.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.

McAllen ISD has developed a worksheet and calculator to determine the total ADA days the student was present, total OFSDP minutes earned, and any deficit the student still has toward the 90% attendance rule. If a student is still lacking days of attendance to earn credit, then the student will be invited to participate in credit recovery during summer school. This worksheet and calculator also calculate the number of minutes the student is eligible for during credit recovery/summer school.

9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):

a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status and the name of the accrediting agency.

Not applicable

b. Provide the location and a brief description of the in-person student engagement center.

Not applicable

c. Indicate how students will be offered or provided referrals for mental health services.

Not applicable

10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):

a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.

Not applicable

b. Describe the individual learning plan or process used to monitor each student’s progress.

Not applicable

c. Indicate how students will be served by an academic coach and local advocate.

Not applicable

d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.

Not applicable

- e. **Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day to monitor student progress.**

Not applicable

Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4		Eligibility Designation							School Year Period of Agreement				Summer Period of Agreement				
		1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program							Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.				Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.				
Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
108906001	MCALLEN H S	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906002	MEMORIAL H S	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906005	INSTR/GUID CENTER	1	2			5			10	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906006	ROWE H S	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906007	LAMAR ACADEMY	1	2			5			10	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906011	ACHIEVE EARLY COLLEGE H S	1	2	3		5			100	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240

Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

<p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p>	<p>Eligibility Designation 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program</p>	<p>School Year Period of Agreement Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.</p>	<p>Summer Period of Agreement Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.</p>
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
108906042	TRAVIS MIDDLE	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906044	BROWN MIDDLE	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906045	MORRIS MIDDLE	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906046	DE LEON MIDDLE	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906047	CATHEY MIDDLE	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906048	MICHAEL E FOSSUM MIDDLE	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240

Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

<p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p>	<p>Eligibility Designation 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program</p>	<p>School Year Period of Agreement Reported in TSDS PEIMS Summer Collection 3</p> <p>Program start date must be 30 days after application submission.</p> <p>Program end date must not exceed the last day of the regular school calendar.</p>	<p>Summer Period of Agreement Reported in TSDS PEIMS Extended Collection 4</p> <p>**Credit Recovery - Designation 5</p> <p>Summer period of agreement should not exceed 30 days or extend past July 31st.</p>
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
108906101	ALVAREZ EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906106	HOUSTON EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906107	JACKSON EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906111	MILAM EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906112	WILSON EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906114	FIELDS EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240

Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

<p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p>	<p>Eligibility Designation 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program</p>	<p>School Year Period of Agreement Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.</p>	<p>Summer Period of Agreement Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.</p>
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
108906116	SEGUIN EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906119	ESCANDON EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906120	RAYBURN EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906121	ROOSEVELT EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906122	GARZA EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906123	MCAULIFFE EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240

Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4	Eligibility Designation 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program	School Year Period of Agreement Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.	Summer Period of Agreement Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
108906124	GONZALEZ EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906126	CASTANEDA EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906127	BLANCA E SANCHEZ	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906128	DR PABLO PEREZ	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906129	LUCILE HENDRICKS EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240
108906130	THIGPEN-ZAVALA EL	1	2			5			50	10/1/2024	6/4/2025	MTWTHF	600	6/9/2025	6/27/2025	MTWTHF	240



McAllen ISD Student Outreach

Optional Flexible School Day Program

McAllen ISD Board of Trustees Meeting

September 10, 2024



What is the Optional Flexible School Day Program?

- **Optional:** Parents must opt in for their child.
- **Flexible:** Provides the district with flexibility in how attendance is tracked and reported for students.
- **School Day:** At McAllen ISD, students take part in the normal school day.
- The spirit of this program is to **prevent** loss of credit, retention or drop out for students whose attendance puts them at risk.
- In some districts, this is also used as a **dropout recovery** tool.





What does this mean for students, teachers, and administrators, and central office?

Students:

- School day is unchanged.
- Attendance is no longer taken at the official attendance taking time.
- Students' time is tracked in minutes for each class period they are at school.
- Can recover missed academic time to prevent retention, loss of credit, or dropout.

Teachers:

- Track minutes for students on OFSDP instead of "Absence" or "Present"

Administrators:

- Decide appropriateness of OFSDP program for students and obtain consent from parent.
- Responsible for ensuring records are kept accurately.
- Certify OFSDP time for the campus each grading period before submitting to PEIMS.

Central Office:

- Train campus staff.
- Support accurate record keeping.
- Ensure (through campus attendance teams) documents are certified and aligned with what is in Skyward to avoid audit findings and loss of funding.



2023-2024

Highlights:

- 1034 participants
- 100% of schools
- 14,682,779 minutes / 40,673 days tracked
- ADA of an OFSDP student prior to enrolling in OFSDP was 83%.
- The average attendance on OFSD was 136%*
- Estimated increase in funding: \$205K

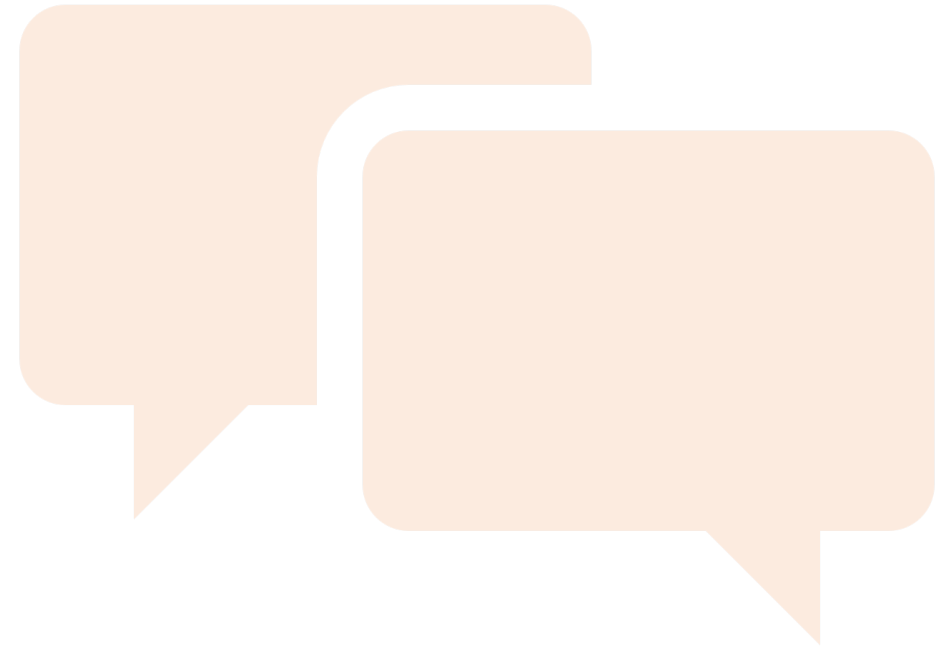
Lessons Learned:

- OFSDP is not for everyone.
- Rationale and program education is critical for parents.
- Data is EVERYTHING.
 - Teacher buy-in is critical as they are the source of all attendance data (including OFSDP)
 - Attendance clerks should be empowered and supported to conduct regular audits of data and address discrepancies when they arise.
- Frequent communication, auditing, and reconciliation is critical to smooth PEIMS submissions.



2024-2025

- OFSDP application is ready for submission to TEA.
- Students can be placed on OFSDP any time during the school year.
- Streamlining process for teachers.
- Introducing a rubric for student eligibility.
- Introducing an improved consent form and parent education document.
- Starting with experience, excited for the impact this will make.





Questions

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 15:11 CDT)

EVALUATION MATRIX
RFP 2025-1012 GROUNDS MAINTENANCE SERVICES FOR VARIOUS LOCATIONS

		BrightView Landscapes, LLC (BrightView Landscape Services, Inc)	TLC Total Lawn Care LLC	Rod'z Lawn Care Landscaping
Ranking		1	2	3
Maximum Points	100	98	82	55
1 Price		\$ 306,370.25	\$ 410,450.84	\$ 1,024,885.00
	60	60	45	18
2 Reputation of the vendor and of the vendor's goods or services; <i>Reference Letters</i>	3	3	1	1
			<i>1 out of 3 provided</i>	<i>1 out of 3 provided</i>
3 The quality of the vendor's goods or services	15	15	15	15
<i>Number of years company has been in practice (Attribute 47) (+5= 5pts.)</i>	5	5	5	5
<i>Experience with Firm (Employees)</i>	5	5	5	5
<i>Experience with Industry (Employees)</i>	5	5	5	5
4 The extent to which the goods or services meet District's needs	16	16	16	16
<i>Turf Management (Mow, Edge, Trim, Blow)</i>	4	4	4	4
<i>Shrub and Bed Care (Shrub Trimming, Bed Weed Control)</i>	4	4	4	4
<i>Tree Care</i>	4	4	4	4
<i>Treat Weeds</i>	4	4	4	4
5 Past Relationship with District	1	0	1	1
6 HUB	1	0	0	0
<i>Yes = 1; No = 0 (Attribute# 18)</i>				
7				
Total long-term cost to the district to acquire the vendor's goods or services	0	0	0	0
<i>N/A</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	1	1	1	1
<i>Texas Vendor or Employees 500+ in Texas= 1; out of State Vendor = 0 (Attribute #11)</i>				
9 Any other relevant factor specifically listed in the request for bids or proposals.	3	3	3	3
<i>List of Equipment (Attribute 51-80)</i>	3	3	3	3

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2025-XXX Ground Maintenance Services for Various Locations through Request for Proposal
No. 2025-1012 BrightView Landscape Services, LLC.

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **BrightView Landscape Services, LLC.** a California corporation (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, District recognizes that the **Facilities, Maintenance and Operations Department** of District (the "Department") requires certain services ("Services") rendered by Vendor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested proposals from vendors for Services, more particularly described on Exhibit A attached hereto;

WHEREAS, Vendor submitted a response to the District's proposal; 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. 2025-1012
- C. Exhibit “B” –**Vendor’s Response to District’s Request for Proposal No. 2025-1012**
- 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 September 11, 2024, remain effective through September 10, 2025, with the option to renew for two (2) additional one (1) year terms. All services must be completed during the term of the Contract.

A. **Termination without Cause.** District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Vendor.

B. Termination with Cause.

a. **Termination by District.** District may terminate this Contract immediately upon the occurrence of any of the following events:

- i. Any conduct of the Vendor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.
- ii. Failure to provide evidence of 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: BrightView Landscapes, LLC
Attn: Jessica Durbin, Senior Vice President Southwest
P. O. Box 31001-2463
Pasadena, CA 91110-2463

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:

BrightView Landscape Services, LLC.

By: _____

Jessica Durbin, Senior Vice President Southwest

Approved as to form:

by: _____

Johnathan Ball, Staff Attorney

Exhibit "A" – District's Request for Proposal No. 2025-1012

McAllen Independent School District
General Terms and Conditions
Request for Proposal

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a proposal to be disqualified. Additionally, please read the Specifications and Scope of Work contained in each Invitation for Request for Proposal ("RFP"). The Specifications and Scope of Work in the RFP will take precedence over the General Terms and Conditions when they are in conflict. Prospective Proposers are responsible for familiarizing themselves with all aspects of the process for the Request for Proposal.

1. Proposer Guarantee:

- 1.1 Proposer agrees to comply with all terms and conditions contained in this document and the RFP.
- 1.2 Proposal must comply with all federal, state, county, and local laws concerning these types of goods/services.
- 1.3 Proposer guarantees products/services offered will meet or exceed the written specifications identified in the RFP.
- 1.4 Proposer agrees to protect the District from claims involving infringement of patents or copyrights.
- 1.5 Minimum Standards for Responsible Prospective Proposers: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective Proposer must affirmatively demonstrate Proposer's responsibility. District may request representation and other information sufficient to determine Proposer's ability to meet the following minimum standards:
 - 1.5.1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts;
 - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
 - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
 - 1.5.4 be able to comply with the required or proposed delivery schedule;
 - 1.5.5 have a satisfactory record of performance;
 - 1.5.6 have a satisfactory record of integrity and ethics;
 - 1.5.7 be otherwise qualified and eligible to receive an award.
- 1.6 Contract: This proposal, when properly accepted by District, shall constitute a contract equally binding between the awarded Proposer and District. Different or additional contractual terms may become a part of this contract.
- 1.7 Conflict of Interest: Any purchase order of contract resulting from this process shall be considered null and void if the awarded Proposer fails to comply with Section 1, Subtitle C, Title 5, Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information, specifically Sec. 176.006: Disclosure Requirements for Contractors and Other Persons; Conflict of Interest Questionnaire Form CIQ.
- 1.8 Criminal History Record Information Review: Proposer agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. Proposer, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. Proposer agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. Proposer agrees that if awarded a contract, Proposer will provide to the District a list with names of all of their employees and any subcontractor's employees before commencing any services. Proposer further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. Proposer further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.
- 1.9 Entities Certification regarding Boycotting of Israel & Prohibition on Contracts with Certain Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization and Listed Companies - Govt Code 808 (HB89) and Govt Code 2252 (SB252): Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies of services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
- 1.10 Form 1295. Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to District before Proposer may enter into a contract with that business entity. **Form must be completed online.** If this is your first time to access the Texas Ethics Commission (TEC), you will be required to create an account and establish a user name and password. This will require for you to have a valid email address and know your email user name and password as you will be required to access your email to validate your identity. After creating a user name and password at TEC, you will log in and begin completing Form 1295. Completing Form 1295 will require a contract number, which identifies and ties the form to the District's contract number; which is the assigned RFP No. for this solicitation.

How to complete Form 1295:

 - Go to website: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - Enter Required information
 - Print form
 - Submit with proposal
- 1.11 Campus Visitation Procedures: If Proposer is awarded a contract which requires on-site visit, Proposer must first report to the front office and must be prepared to present a valid driver's license for clearance through the District's security system.
- 1.12 Representations: Proposer represents that the products/services provided by Proposer hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason District determines in its sole discretion, that part or all of such products/services fail to meet the expectation of District, District may on ten (10) days' notice terminate this Contract and receive the pro-rata portion of the contract sum paid to Proposer by District for the unexpired term of the Contract.
- 1.13 Proposer, in submitting this proposal, agrees that District shall not be liable to prosecution for damages in the event that District declares Proposer in default.
- 1.14 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your proposal. Both unit prices and extension must be submitted. Unit prices shall govern.

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- 1.15 Adherence to Specifications and Anti-Collusion: Proposer is responsible for reading the instructions and specifications to Proposer. Each Proposer by making his proposal represents that he has read and understands the proposal documents and his proposal is made in accordance therewith. Signing this proposal affirms that your company will enter into a binding contract with District for products/services awarded to your company. Proposer, by signing and executing this proposal, certifies and represents to the District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 1.16 Bid Guarantee: Bid bonds may be required for certain bids/proposals in excess of \$25,000, if stated in the RFP. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified check or cashier's check in an amount not less than 5% of the total maximum amount bid/proposed, payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the proposal. If the awarded Proposer, upon acceptance of his proposal by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his proposal, and the bid guarantee shall be available toward offsetting such difference.
- 1.17 Performance and Payment Bonds: Payment bonds are required on construction projects costing \$25,000 or more. Performance bonds are required on construction projects costing \$100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the RFP. When a performance or payment bond is required, the amounts shall be for 100% of the contract amount.
- 1.17.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.
- 1.17.2 Payment and performance bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).
- 1.17.3 Bonds may be executed only by a surety company that is authorized and admitted to write surety bonds in the State of Texas.
- 1.17.4 A separate performance or payment bond MUST be provided for each contract awarded and must reference the contract number(s) for which the bond is provided.
- 1.17.5 All references to the bond by Proposer and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.
- 1.17.6 Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of \$100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of \$100,000 from a United States Treasury listed reinsurer.
2. General Provisions
- 2.1 Term of Contract and Purchase Order Dates:
- 2.1.1 The RFP shall state the term of the contract and applicable extensions.
- 2.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the awarded Proposer(s). **The purchase order number must appear on all itemized invoices and packing slips. District will not be held responsible for any orders placed/delivered without a valid signed purchase order.**
- 2.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Proposers may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.
- 2.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.
- 2.1.5 Grace Period: District requests the right to continue to enforce this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons.
- 2.1.6 District reserves the right to reorder from this proposal for the term of the contract at the proposed award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.
- 2.2 Shipment Identification and Delivery: Special delivery requirements will be addressed in the Specifications and Scope of Work or in the specifications contained in each RFP. The following shall be applicable unless in conflict with specific contract instructions.
- 2.2.1 Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.
- 2.2.2 Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by Proposer.
- 2.2.3 Hours for Delivery: Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.
- 2.3 Inspection and Tests: All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Proposer's place of business for the purpose of inspecting contracted merchandise. Tests may be performed on samples obtained by District request or taken from regular shipments. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by Proposer. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to Proposer at Proposer's risk and expense or disposed of in accordance with District procedures. Proposer may request that goods be held at Proposer's risk for a reasonable period of time for later disposition at Proposer's expense. Latent defects

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may result in revocation of acceptance of any product.

- 2.4 Late Delivery: If a delivery delay is foreseen, Proposer shall give notice to District with seventy-two (72) hour notice. The District has the right to extend the delivery date if reasons appear valid. Proposer must keep the District advised at all times of the status of the order. If Proposer has orders in their possession which have not been completed within the specified delivery time, the District reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
 - 2.5 Back Orders: The District may purchase on the open market any commodity reported by a Proposer to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.
 - 2.6 Damage Assessment: If a Proposer is in default on an order, the District reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to Proposer. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of Proposer from the District's Centralized Master Contractors List (CMBL).
 - 2.7 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the awarded Proposer is requested to supply the needed material immediately, if possible. If the awarded Proposer cannot respond, then the emergency requirement may be purchased on the open market. The District or Proposer shall not consider such purchases a breach of contract.
 - 2.8 Substitutions: All substitutions require prior written approval by the District. The District reserves the right to require Proposer to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. Proposer must contact the qualified ordering entity prior to shipment of the approved substitution.
 - 2.9 Purchases Off Contract: Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may be identified in the RFP. Proposers are to allow for such purchases provided purchase orders are issued for these purchases.
 - 2.10 References: District may request Proposers to supply, with this proposal, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
 - 2.11 Proposals from unresponsive Proposers will not be accepted. Proposers having a history of inconsistent service and unreliability will not be considered by the District to be a responsible Proposer.
 - 2.12 Proposer will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Proposers are subject to having any records or other documentation related to any transaction with District available for public access or for review and auditing purposes by any local, state or federal agency, as well as, the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.
 - 2.13 Notice: Any notice provided by this proposal (or required by Law) to be given to the awarded Proposer by District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in McAllen, Texas, by Registered or Certified mail, addressed to the awarded Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
 - 2.14 Venue: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
 - 2.15 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
 - 2.16 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail by Proposer at the time of submittal of the proposal. The absence of a written list of specification deviations will hold Proposer strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
 - 2.17 Proposers that fail to comply with the conditions of the RFP may be removed from the District's Centralized Master Contractors List for a period of two years.
 - 2.18 Proposers wishing to reinstate their status must request it in writing at the end of the two-year period.
3. Preparation of Proposal:
- 3.1 Freight Charges & F.O.B. Point: Quote all proposals F.O.B. destination, transportation prepaid and allowed, i.e., included in the price proposed, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the DISTRICT.
 - 3.2 Proposal prices must be firm for acceptance for 120 days from proposal opening date unless otherwise specified in the RFP. Proposal prices shall remain in effect for a period of one year from date of acceptance by the Board of Trustees unless otherwise specified in the proposal documents. Refer to Section 7 for additional information regarding proposal prices.
 - 3.3 Usage Figures: Quantities shown on the RFP under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period indicated in the RFP. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. District users will purchase all commodity requirements from contract Proposers but only in such quantities as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the proposal sheet. Proposals are requested on these items as well.
 - 3.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an RFP is descriptive only (not restrictive) and is used to indicate type and quality desired. Proposals for brands of like nature and quality will be considered. Proposer should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If proposing other than the referenced example, Proposer must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a Proposer takes no written exception to the referenced example in the proposal, the brand names, numbers, etc., exactly as specified in the RFP shall be furnished.
 - 3.5 Condition of Products: All items proposed shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the RFP.
 - 3.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
 - 3.7 Unit of Measure: If offering a proposal price for a different unit of measure, the exception and proposed packaging must be shown by the

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line item proposal.

- 3.8 Alternate Proposals: Alternate or supplemental proposals shall be submitted as a separate item and be identified by Proposer's name and signature and be cross-referenced to the applicable item in the RFP.
- 3.9 Samples: DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If not destroyed in examination, samples will be returned to Proposer on request at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with Proposer's name, address, proposal opening date and proposal number. Do not attach samples to proposal pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:
McAllen Independent School District
Attn: Purchasing Services
2000N. 23rd ST.
McAllen, TX 78501-7734
- 3.10 Signature on Proposal: Electronic signatures are acceptable. The person signing the proposal must have authority to bind the represented company to a contract. An unsigned proposal cannot be signed after the proposal opening time even though Proposer or a representative is present at the proposal opening.
- 3.11 Attachments: Proposers may include attachments to describe commodities being proposed and/or to exhibit that products offered meet all written specifications; however, do not submit samples unless requested to do so. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the proposal in writing. WARNING: Any added terms or conditions may result in disqualification of a proposal, e.g., proposals subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.
- 3.12 Addendums: Should an addition or correction become necessary after an RFP is issued, an addendum relating to the necessary information will be issued electronically. It is the Proposer's responsibility to view the District's Bidding Portal regularly, or prior to submitting a quote, to ensure that no addenda or additional information have been issued for the solicitation. The web address is <https://mcallenisd.ionwave.net/Login.aspx>.
- 3.13 Discounts for large one-time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being proposed or by submitting a separate page with the information. These discounts will not be considered in determining the low proposal but will be part of any contract issued.
- 3.14 Proposal Preparation Expense: Any expense related to the submission of a proposal is the sole responsibility of the Proposer. The District will not reimburse Proposers for any cost related to proposal preparation or submission.
- 3.15 All Proposers doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification.
- 3.16 All Proposers must provide a Felony Conviction Notification as required by Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, Subsection (a). A copy of this form is included for your use as part of Contractor Certifications Form.
4. Submission of Proposal:
- 4.1 No Bids: To remain on Proposer's list, "NO BIDS" must be submitted by Proposers wishing to remain on the District's Centralized Master Contractors List (CMBL). Continued submittal of "NO BIDS" will result in Proposer being removed from the District's Centralized Master Contractors List (CMBL). Proposers not submitting proposals or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Contractors List (CMBL). The District is not responsible for any errors occurring as a result of this procedure.
- 4.2 Public Proposal Opening: Proposals are opened in a manner to avoid disclosure of contents to competing Proposers and the contents are kept secret during the process of proposal negotiations. A copy of the proposal tabulation is usually available for public review after proposal awards. Tabulation information is available for download the day after award from the following purchasing webpage: <https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors>.
- 4.3 Late Proposals: Late proposals will NOT be considered. The District will not be responsible for missent or misplaced proposals.
- 4.4 Amending/Withdrawing Proposal: A proposal cannot be altered or amended after the proposal opening date and time. Any alterations made before the opening date and time shall be initiated by Proposer or Proposer's authorized agent identified in the proposal. No proposal can be withdrawn after the opening date and time without approval of District. All approvals shall be based upon an acceptable written reason for the action.
- 4.5 Proposal Package(s): The District encourages and prefers proposals submitted on District RFP form(s) electronically; however, DISTRICT will be accepting sealed packages on CD, USB, paper/hardcopy through mail or hand delivery. Each proposal must be placed in a separate submittal. Proposals must be submitted and time stamped at District no later than the date and time specified for the proposal opening. Only the completed W-9, Contractor Certifications Form, Form 1295, Conflict of Interest and those pages on which a Proposer is submitting a proposal need to be returned. Blank pages or pages with no proposal information should not be returned.
- 4.6 Price lists must be included in the RFP. Any terms and conditions in a price list will not be considered a part of a proposal unless specifically identified by Proposer and referenced in writing.
- 4.7 Proposals via the U. S. Postal Service are to be sent to the address shown below.
McAllen Independent School District
ATTN: Purchasing Services (RFP #/Name)
2000 N. 23rd Street
McAllen, TX 78501
- 4.8 Confidential: Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must so specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the proposal, which the company believes to be confidential. The awarded proposal may be considered public information even though parts are marked confidential.
- 4.9 Copyrighted proposals are unacceptable and will be disqualified as unresponsive.
5. Proposal Evaluation and Award:
- 5.1 Proposal Evaluation: The District reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve the interests of the District. The lowest proposal will not necessarily be the awarded proposal. Proposals will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a proposal, waive minor technicalities

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and make an award in the best interest of the District.

- 5.2 A response to an RFP is an offer to contract with the District based upon the terms, conditions and specifications contained in the RFP.
 - 5.3 Proposals do not become contracts until a Notice of Award (NOA) is issued.
 - 5.4 The contract shall be governed, construed and interpreted under the laws of the state of Texas.
 - 5.5 The District will not be bound by any communication with Proposers other than the RFP, these General Terms and Conditions, Specifications and Scope of Work, Specifications, any written addendum's issued by District, District Policies and Procedures, and State Law.
 - 5.6 The District shall be sole judge of what constitutes the best interest of the District.
 - 5.7 The District reserves the right to reject proposals requiring minimum orders.
 - 5.8 Fees charged for shipping and handling will be considered in awarding proposals.
 - 5.9 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods or services; (8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for bids or proposal.
 - 5.10 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at <https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors>. Award information will be posted approximately ninety (90) days from proposal opening. Proposer must advise the District within 10 (ten) days from the date of award by the Board of Trustees of any errors requiring correction.
 - 5.11 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Contracts with the District. These entities may have access to the prices offered to District. Proposers are responsible for identifying and requesting information on these entities.
 - 5.12 To expedite evaluation of the proposals, it is preferable that District forms be used.
 - 5.13 Assignment: The awarded Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.
6. Insurance Requirements:
- 6.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - \$500,000.
 - 6.2 Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.
 - 6.3 Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
 - 6.4 Successful Contractor will provide a certificate of insurance, in Accord 25 Form, to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason.
 - 6.5 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.
 - 6.6 Successful Contractor shall provide Certificates of Insurance evidencing the above- required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.
 - 6.7 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a \$1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.
7. Price Changes: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in an RFP may be submitted to the District for price adjustment consideration.
- 7.1 Procedures to Follow:
 - 7.1.1 Firm Bids: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.
 - 7.1.2 Catalog Bids: Submit a copy of the new manufacturer's price/cost list. Proposer shall compute new unit prices at the same percentage as reflected in the original proposal (See Sec. II. B. for formula). Prices will be verified for accuracy.
 - 7.1.3 Requirement Contracts: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.
 - 7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, Proposer may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.
 - 7.3 Price Decreases: Proposers are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.
8. Administrative Procedure for Bid/Proposal Complaints: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 657-4480.
9. Invoicing:
- 9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and proposal name and shall be mailed directly to:
McAllen Independent School District
ATTN: Director of Accounting 286
2000 North 23 Street

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McAllen, TX 78501

- 9.2 The invoice must show name of Proposer exactly as shown on the purchase order and the correct "Remit to:" address.
- 9.3 Invoice must show name of receiving entity.
- 9.4 Invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
- 9.5 Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
- 9.6 Total all extensions on invoice.
- 9.7 Discount, if applicable, must be stated, extended and deducted to arrive at a NET TOTAL for invoice.
- 9.8 Shipment date of merchandise must be shown.
- 9.9 Date of purchase order must be shown.
10. Payment:
- 10.1 Payment normally will be made to Proposer within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.
- 10.2 Payments for merchandise purchased with District appropriated funds will be made through District approved and manually signed purchase orders issued by District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.
- 10.3 Partial payments are an exception, but may be made with the prior written approval of the District.
- 10.4 A purchase for goods or services cannot be made using District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.
- 10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.
11. Cancellation:
- 11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of Proposer for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of Proposer, Proposer's permission to cancel is required. All correspondence from Proposer pertaining to the cancellation of an order is to be addressed to the District. In the event the awarded Proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the awarded Proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5) working days of receipt of such notice by the awarded Proposer, default will be declared and all the awarded Proposer's rights shall terminate.
- 11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Proposer is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Proposer. The burden of proof for the need of such relief rests with Proposer. To obtain release based on Force Majeure, Proposer must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.
- 11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any vendor that fails to perform in accordance with contract terms and conditions. The District and Proposer each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Contract within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the vendor.
- 11.4 Non-Appropriation of Funds – The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this RFP, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.
- 11.5 Termination for Default: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the awarded Proposer fails to:
- 11.5.1 Meetschedules;
- 11.5.2 defaults in the payment of any fees;
- 11.5.3 otherwise perform in accordance with these specifications.
- 11.6 Breach of contract or default authorizes District to exercise any or all of the following rights:
- 11.6.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
- 11.6.2 District may take possession of all goods, fixtures and materials of awarded Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
- 11.6.3 District reserves the right to award canceled contract to next lowest and best Proposer as it deems to be in the best interest of District. In such event, the District shall charge the canceled Proposer the difference for any additional cost of such proposal item(s) from the next lowest and best Proposer.
12. Other Provisions:
- 12.1 Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposal on this solicitation contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive." Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material

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along with the percent of post- and pre- consumer content to:

McAllen Independent School District
ATTN: Purchasing Services
2000 N. 23rd Street
McAllen, TX 78501

12.1.1 When proposing, please consider the following:

12.1.2 Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.

12.1.3 New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.

12.1.4 Material Safety Data Sheets: A Proposer must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. OSHA: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.

12.1.5 Asbestos Management Plan: All proposers are required to review the Asbestos Management Plan for all District-owned facilities prior to performing any work or services at District-owned facilities. Asbestos Management Plans may be reviewed at each school site or at the Facilities Maintenance and Operations Department.

12.1.6 AHERA: All work must be in compliance with AHERA.

12.1.7 All contracts awarded in excess of \$10,000 by school districts and their contractors or sub-grantees shall contain a provision requiring compliance with executive order 11246, entitled "Equal employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

12.1.8 All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation, to which he is otherwise entitled. School districts shall report all suspected or reported violations to TEA.

12.1.9 All contracts awarded by school districts and sub-grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

12.1.10 Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

12.1.11 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

12.1.12 Advertisement: Proposers are prohibited from using contract award information, sales values/ volumes and/or District customers in sales brochures or other promotions, including press releases.

12.2 Services/items supplied under this contract shall be subject to District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the awarded Proposer at the next service date at no expense to District. If item is not picked up within one (1) week after notification, the item will become a donation to District for disposition.

13 Contract Provisions for contracts under Federal Awards—By submission of this proposal, Proposer agrees to comply with the following provisions.

13.1 Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where proposers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

13.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

13.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

13.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the

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Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.

- 13.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 13.6 Rights to Inventions Made Under a Grants Contract or Cooperative Contract. If the Federal award meets the definition of "funding contract" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding contract," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.
- 13.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 13.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Proposers that apply or submit a proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- 13.9 An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Any questions regarding this RFP must be submitted through the "questions" tab located within the solicitation on the Ionwave website <https://mcallenisd.ionwave.net/Login.aspx>.



2025-1012

Grounds Maintenance Services for Various Locations

Issue Date: 8/7/2024

Questions Deadline: 8/16/2024 10:00 AM (CT)

Response Deadline: 8/21/2024 10:00 AM (CT)

Contact Information

Contact: Graciela Garza
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 657-4487
Fax: (956) 657-4481
Email: ggarza@mcallenisd.net

Event Information

Number: 2025-1012
Title: Grounds Maintenance Services for Various Locations
Type: Request for Proposal
Issue Date: 8/7/2024
Question Deadline: 8/16/2024 10:00 AM (CT)
Response Deadline: 8/21/2024 10:00 AM (CT)
Notes: McAllen Independent School District (the "District") invites your submittal on the above referenced project.

Interested respondents may obtain details through IonWave. The District prefers and encourages respondents to submit their proposals electronically, through IonWave.

Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals will not be accepted.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

COMMUNICATION WITH DISTRICT PERSONNEL

Proposer submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes, or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on the Questions tab.

Ship To Information

Contact: Ruben Trevino, Executive Director
Address: Facilities, Maintenance & Operations
Building A
4309 Warrior Drive
McAllen 78501
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

Billing Information

Contact: Dyanira Diaz, Director
Address: Accounting
2000 N. 23rd Street
McAllen, TX 78501
Phone: (956) 632-8403
Email: Dyanira.farias@mcallenisd.net

Bid Attachments

2025-1012 General Terms and Conditions RFP.pdf

General Terms and Conditions RFP

[Download](#)

2025-1012 Specifications and Scope of Work.pdf

Specifications and Scope of Work

[View Online](#)

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Locations.pdf

Locations

[View Online](#)

Site Plans.pdf

Site Plans

[View Online](#)

2025-1012 Evaluation Matrix with weights.pdf

Attachment A

[View Online](#)

Reference Form FILLABLE.pdf

District Reference Form

[View Online](#)

IRS FORM W-9 Revised Oct 2018 (Fillable Form).pdf

W-9 Form

[View Online](#)

CIQ FORM FILLABLE R1.1.2021.pdf

Conflict of Interest Questionnaire (CIQ) form

[View Online](#)

Service Template Vendor - Solicitation 11.28.23.doc

Draft Service Contract

[View Online](#)

Requested Attachments

Completed W9 Form

(Attachment required)

Please upload your completed W9 form.

Proof of Insurance (Acord Certificate of Insurance Form)

(Attachment required)

Please upload your certificate of insurance in Acord form.

Completed Conflict of Interest Questionnaire.

(Attachment required)

Please upload your completed CIQ. Note: If no conflict, please indicate "N/A" on the form.

Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation

Upload your Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation (if applicable).

Completed Form 1295 Form or Exemption Statement

(Attachment required)

Please upload your completed 1295 Form. Form must be completed online:

http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm If not applicable to your company, please attach a statement indicating the reason.

HUB Certificate

Upload your HUB Certificate, if applicable.

Reference Forms

(Attachment required)

Upload reference forms.

Equipment Inventory List

If you have more than 5 items on your Equipment List upload Here.

Staff Experience

Bid Attributes

1 General Terms and Conditions

Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions.

**This is your electronic signature.

I have read, understand and accept.
(Required: Check if applicable)

2 Specifications and Scope of Work

Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work.

**This is your electronic signature.

I hereby acknowledge.
(Required: Check if applicable)

3 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. **If none, enter N/A (Not Applicable).**

(Required: Maximum 4000 characters allowed)

4 Form 1295 - Certificate of Interested Parties

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.

Access form at:

- http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

I have read and understand.
(Required: Check if applicable)

5 Delinquent Taxpayers

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with any proposer indebted to the District.

**This is your electronic signature.

I am NOT a delinquent taxpayer to McAllen ISD I AM a delinquent taxpayer to McAllen ISD

(Required: Check only one)

6 Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.

(Required: Maximum 1000 characters allowed)

7 Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Select where applicable:

A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.

B. My company is not owned nor operated by anyone who has been convicted of a felony.

C. My company is owned and operated by an individual who has/have been convicted of a felony.

**This is your electronic signature.

A. My company is a publicly held corporation. B. My company is not owned nor operated by a felon

C. My company is owned and operated by a felon.

(Required: Check only one)

8 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

9 Criminal History Record Information Review of Certain Contract Employees

Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

A. None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

B. Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

**This is your electronic signature.

A. None - I hereby agree and certify. B. Some or All - I hereby agree and certify.

(Required: Check only one)

10 Confidential/Copyrighted Information

Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term "CONFIDENTIAL" on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

**This is your electronic signature.

I have read and agree.

(Required: Check if applicable)

1
1 **Declaration of Business Location - Texas Education Code 44.031(b)(8)**

Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

A. Has its principal place of business in the State of Texas; OR
 B. Employs at least 500 persons in the State of Texas
 C. Principal place of business is not in the State of Texas.

**This is your electronic signature.

A. Principal place of business is in TX B. Principal place employs 500+ in Texas
 C. Principal place is NOT in Texas

(Required: Check only one)

1
2 **Declaration of Business Location - Texas Education Code 44.031(b)(8)**

Specify principal place of business (City/State).

If not applicable, please enter N/A (not applicable).

***This is your electronic signature.

(Required: Maximum 4000 characters allowed)

1
3 **Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

1
4 **Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

1
5 **Entities That Boycott Israel**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**This is your electronic signature.

I agree and hereby certify.

(Required: Check if applicable)

1
6 **TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.**

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

1
7 **TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES**

Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017.

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

1
8 **Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises, & Labor Surplus Area Firms**

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

[] I am an Active certified HUB vendor (attach HUB certificate)

[] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

[] I am neither

**This is your electronic signature.

I am an Active certified HUB vendor (attach cert)

Small & Minority, WBE, Labor Surplus Area Firms I am neither.

(Required: Check only one)

297

1
9 **Non-Collusion Statement**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

2
0 **Certification of Compliance with 2 CFR § 200.327 for Federally Funded Purchases**

Pursuant to 2 CFR § 200.327, all federally-funded contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

2
1 **Contracts in Excess of \$250,000**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

2
2 **Contracts in Excess of \$10,000**

All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.

Pursuant to Federal Rule above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT's best interest.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

2
3 **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

2
4 **Equal Employment Statement**

It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

2
5 **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

26 Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

27 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

28 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

29 Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

30 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or submit an offer for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

Pursuant to Federal Rule above, when federal funds are expended by District, Vendor certifies that during the term and after the awarded term of an award for all contracts by District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

3
1 **2 C.F.R. § 200.324 Contract Cost and Price**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

3
2 **2 C.F.R. § 200.323 Procurement of Recovered Materials**

An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

3 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or
3 Equipment

The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216 or any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

3 Buy American Act
4

DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy American Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2).

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

3 Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with
5 School Nutrition Program funds

District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

3 6 2 C.F.R § 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprise, and Labor Surplus Area Firms

CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**This is your electronic signature.

I have read and hereby certify.
(Required: Check if applicable)

3 7 2 C.F.R § 200.334 Records Retention Requirements

When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**This is your electronic signature.

I have read and hereby certify.
(Required: Check if applicable)

3 8 2 C.F.R. §200.337 Access to Records

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

**This is your electronic signature.

I have read and hereby certify.
(Required: Check if applicable)

3 9 Copyright

All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

**This is your electronic signature.

I have read and hereby certify.
(Required: Check if applicable)

40 Certification of Compliance with the Energy Policy and Conservation Act

When District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

41 Professional Services Contracts Paid with Federal Funds

For all professional services contracts paid with federal funds, the contract contains the following provisions:

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

42 Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

4
3 **Certification of Compliance with Other Federal Provisions**

Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
10. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
11. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
12. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
13. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

**4
4** **Federally Funded Purchases**
Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.

**This is your electronic signature.

 I have read and hereby certify.
(Required: Check if applicable)

**4
5** **Addendum**
Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable.

**This is your electronic signature.

 I have read and hereby acknowledge.
(Required: Check if applicable)

**4
6** **Qualifications**
Competence and Qualifications
Indicate the basis of demonstrated competence and qualifications to perform the services.

(Required: Maximum 4000 characters allowed)

**4
7** **Qualifications**
Experience
Specify the length of time the company has been in practice.

(Required: Maximum 4000 characters allowed)

**4
8** **Areas of Expertise**
 Turf management (Mow, Edge, Trim, Blow)
 Shrub and Bed Care (shrub trimming, weed control)
 Tree Care (ornamental tree pruning)
 Treat weeds in concrete asphalt
 Other (Provide description in line below)
(Required: Check all that apply)

49 Other:
Specify other area(s) of practice.

(Required: Maximum 1000 characters allowed)

50 Equipment Inventory List
If you have more than 5 items on your Equipment Inventory List, upload a list to the Response Attachments tab.
(Respond to Bid Attributes 51-80)

51 Equipment #1 Type

(Required: Maximum 1000 characters allowed)

52 Equipment # 1 Quantity

(Required: Numbers only)

53 Equipment #1 Brand, Model Number, and Manufacture Year

(Required: Maximum 1000 characters allowed)

54 Equipment #1 Size

(Required: Maximum 1000 characters allowed)

55 Equipment #1 Fuel Type

(Required: Maximum 1000 characters allowed)

56 Equipment #1 Equipment Condition

(Required: Maximum 1000 characters allowed)

57 Equipment #2 Type

(Required: Maximum 1000 characters allowed)

58 Equipment # 2 Quantity

(Required: Numbers only)

59 Equipment # 2 Brand, Model Number, and Manufacture Year

(Required: Maximum 1000 characters allowed)

60 Equipment # 2 Size

(Required: Maximum 1000 characters allowed)

61 Equipment # 2 Fuel Type

(Required: Maximum 1000 characters allowed)

62 Equipment # 2 Equipment Condition

(Required: Maximum 1000 characters allowed)

63 Equipment # 3 Type

(Required: Maximum 1000 characters allowed)

64 Equipment # 3 Quantity

(Required: Numbers only)

65 Equipment # 3 Brand, Model Number, and Manufacture Year

(Required: Maximum 1000 characters allowed)

6 6	Equipment # 3 Size
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

6 7	Equipment # 3 Fuel Type
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

6 8	Equipment # 3 Equipment Condition
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

6 9	Equipment # 4 Type
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

7 0	Equipment # 4 Quantity
	<input type="text"/> <i>(Required: Numbers only)</i>

7 1	Equipment # 4 Brand, Model Number, and Manufacture Year
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

7 2	Equipment # 4 Size
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

7 3	Equipment # 4 Fuel Type
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

74 Equipment # 4 Equipment Condition

(Required: Maximum 1000 characters allowed)

75 Equipment # 5 Type

(Required: Maximum 1000 characters allowed)

76 Equipment # 5 Quantity

(Required: Numbers only)

77 Equipment # 5 Brand, Model Number, and Manufacture Year

(Required: Maximum 1000 characters allowed)

78 Equipment # 5 Size

(Required: Maximum 1000 characters allowed)

79 Equipment # 5 Fuel Type

(Required: Maximum 1000 characters allowed)

80 Equipment # 5 Equipment Condition

(Required: Maximum 1000 characters allowed)

81 Staff Experience
List the employees who will service this contract.
If you have more than 5 employees, upload a list to the Response Attachments tab.
(Respond to Bid Attributes 82-101)

8 2	Employee #1 Name
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

8 3	Employee #1 Title
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

8 4	Employee #1 Years with company
	<input type="text"/> <i>(Required: Numbers only)</i>

8 5	Employee #1 Years in the industry
	<input type="text"/> <i>(Required: Numbers only)</i>

8 6	Employee #2 Name
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

8 7	Employee #2 Title
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

8 8	Employee #2 Years with company
	<input type="text"/> <i>(Required: Numbers only)</i>

8 9	Employee #2 Years in the industry
	<input type="text"/> <i>(Required: Numbers only)</i>

9 0	Employee #3 Name
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

9 1	Employee #3 Title
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

9 2	Employee #3 Years with company
	<input type="text"/> <i>(Required: Numbers only)</i>

9 3	Employee #3 Years in the industry
	<input type="text"/> <i>(Required: Numbers only)</i>

9 4	Employee #4 Name
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

9 5	Employee #4 Title
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

9 6	Employee #4 Years with company
	<input type="text"/> <i>(Required: Numbers only)</i>

9 7	Employee #4 Years in the industry
	<input type="text"/> <i>(Required: Numbers only)</i>

9 8	Employee #5 Name
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

9 9	Employee #5 Title
	<hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

1 0 0	Employee #5 Years with company <input style="width: 100px; height: 20px;" type="text"/> <i>(Required: Numbers only)</i>
----------------------	--

1 0 1	Employee #5 Years in the industry <input style="width: 100px; height: 20px;" type="text"/> <i>(Required: Numbers only)</i>
----------------------	---

Bid Lines

1	Services for Mowing, Edging, Trimming and Blowing
----------	--

2	Cost for Francisca Alvarez Elementary per visit (22 visits) <i>(Response required)</i> Quantity: <u>22</u> UOM: <u>EA</u> Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/> Supplier Notes: _____ _____	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
----------	--	--

3	Cost for Dr. Carlos Castañeda Elementary per visit (22 visits) <i>(Response required)</i> Quantity: <u>22</u> UOM: <u>EA</u> Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/> Supplier Notes: _____ _____	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
----------	---	--

4	Cost for Jose De Escandon Elementary per visit (22 visits) <i>(Response required)</i> Quantity: <u>22</u> UOM: <u>EA</u> Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/> Supplier Notes: _____ _____	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
----------	---	--

5	Cost for Victor Fields Elementary per visit (22 visits) <i>(Response required)</i> Quantity: <u>22</u> UOM: <u>EA</u> Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/> Supplier Notes: _____ _____	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
----------	--	--

6 Cost for Reynaldo G. Garza Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Cost for Leonelo H. Gonzalez Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

8 Cost for Lucile McKee Hendricks Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

9 Cost for Sam Houston Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

10 Cost for Andrew Jackson Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

11 Cost for Christa McAuliffe Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
2 Cost for Ben Milam Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
3 Cost for Dr. Pablo Perez Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
4 Cost for Sam Rayburn Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
5 Cost for Theodore Roosevelt Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
6 Cost for Blanca E. Sanchez Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
7 Cost for Juan Seguin Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

18 Cost for Thigpen-Zavala Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

19 Cost for Woodrow Wilson Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

20 Cost for Crockett Building per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

21 Cost for Jose Antonio Navarro Building per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

22 Cost for Instructional and Guidance Center per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

23 Cost for Agricultural Learning Center per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 Cost for Dorothea Brown Middle School per visit (22 visits)
4 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

2 Cost for Dr. Rodney D. Cathey Middle School per visit (22 visits)
5 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

2 Cost for Alonzo De Leon Middle School per visit (22 visits)
6 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

2 Cost for Michael E. Fossum Middle School per visit (22 visits)
7 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

2 Cost for Homer J. Morris Middle School per visit (22 visits)
8 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

2 Cost for William B. Travis Middle School per visit (22 visits)
9 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

30 Cost for McAllen High School per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

31 Cost for McAllen Memorial High School per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

32 Cost for James Nikki Rowe I High School per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

33 Cost for Achieve Early College High School per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

34 Cost for Lamar Academy per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

35 Cost for McAllen ISD/UTRGV Collegiate Academy per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

36 Services for Shrub Trimming and Bed Weed Control.

319

37 Cost for Francisca Alvarez Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

38 Cost for Dr. Carlos Castañeda Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

39 Cost for Jose De Escandon Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

40 Cost for Victor Fields Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

41 Cost for Reynaldo G. Garza Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

42 Cost for Leonelo H. Gonzalez Elementary per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4
3 Cost for Lucile McKee Hendricks Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4
4 Cost for Sam Houston Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4
5 Cost for Andrew Jackson Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4
6 Cost for Christa McAuliffe Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4
7 Cost for Ben Milam Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4
8 Cost for Dr. Pablo Perez Elementary per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

49 Cost for Sam Rayburn Elementary per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

50 Cost for Theodore Roosevelt Elementary per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

51 Cost for Blanca E. Sanchez Elementary per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

52 Cost for Juan Seguin Elementary per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

53 Cost for Thigpen-Zavala Elementary per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

54 Cost for Woodrow Wilson Elementary per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

55 Cost for Crockett Building per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

56 Cost for Jose Antonio Navarro Building per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

57 Cost for Instructional and Guidance Center per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

58 Cost for Agricultural Learning Center per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

59 Cost for Dorothea Brown Middle School per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

60 Cost for Dr. Rodney D. Cathey Middle School per visit (22 visits)
(Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6
1 Cost for Alonzo De Leon Middle School per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6
2 Cost for Michael E. Fossum Middle School per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6
3 Cost for Homer J. Morris Middle School per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6
4 Cost for William B. Travis Middle School per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6
5 Cost for McAllen High School per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6
6 Cost for McAllen Memorial High School per visit (22 visits)
(Response required)

Quantity: 22 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

67 Cost for James Nikki Rowe I High School per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

68 Cost for Achieve Early College High School per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

69 Cost for Lamar Academy per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

70 Cost for McAllen ISD/UTRGV Collegiate Academy per visit (22 visits)
 (Response required)
 Quantity: 22 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

71 Services for Ornamental tree pruning

72 Tree Care Cost for Francisca Alvarez Elementary per visit (1 visit)
 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

73 Tree Care Cost for Dr. Carlos Castañeda Elementary per visit (1 visit)
 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

7 Tree Care Cost for Jose De Escandon Elementary per visit (1 visit)
4 *(Response required)*
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 tree Care Cost for Victor Fields Elementary per visit (1 visit)
5 *(Response required)*
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Tree Care Cost for Reynaldo G. Garza Elementary per visit (1 visit)
6 *(Response required)*
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Tree Care Cost for Leonelo H. Gonzalez Elementary per visit (1 visit)
7 *(Response required)*
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Tree Care Cost for Lucile McKee Hendricks Elementary per visit (1 visit)
8 *(Response required)*
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Tree Care Cost for Sam Houston Elementary per visit (1 visit)
9 *(Response required)*
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

80 Tree Care Cost for Andrew Jackson Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

81 Tree Care Cost for Christa McAuliffe Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

82 Tree Care Cost for Ben Milam Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

83 Tree Care Cost for Dr. Pablo Perez Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

84 Tree Care Cost for Sam Rayburn Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

85 Tree Care Cost for Theodore Roosevelt Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

86 Tree Care Cost for Blanca E. Sanchez Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

87 Tree Care Cost for Juan Seguin Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

88 Tree Care Cost for Thigpen-Zavala Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

89 Tree Care Cost for Woodrow Wilson Elementary per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

90 Tree Care Cost for Crockett Building per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

91 Tree Care Cost for Jose Antonio Navarro Building per visit (1 visit)
 (Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

9 Tree Care Cost for Instructional and Guidance Center per visit (1 visit)
2 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

9 Tree Care Cost for Agricultural Learning Center per visit (1 visit)
3 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

9 Tree Care Cost for Dorothea Brown Middle School per visit (1 visit)
4 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

9 Tree Care Cost for Dr. Rodney D. Cathey Middle School per visit (1 visit)
5 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

9 Tree Care Cost for Alonzo De Leon Middle School per visit (1 visit)
6 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

9 Tree Care Cost for Michael E. Fossum Middle School per visit (1 visit)
7 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
 (Attach separate sheet)

98 Tree Care Cost for Homer J. Morris Middle School per visit (1 visit)
 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

99 Tree Care Cost for William B. Travis Middle School per visit (1 visit)
 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

100 Tree Care Cost for McAllen High School per visit (1 visit)
 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

101 Tree Care Cost for McAllen Memorial High School per visit (1 visit)
 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

102 Tree Care Cost for James Nikki Rowe I High School per visit (1 visit)
 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

103 Tree Care Cost for Achieve Early College High School per visit (1 visit)
 (Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

104 Tree Care Cost for Lamar Academy per visit (1 visit)
(Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

105 Tree Care Cost for McAllen ISD/UTRGV Collegiate Academy per visit (1 visit)
(Response required)
 Quantity: 1 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

106 **Services for chemically treat weeds in concrete asphalt.**

107 Chemically Treat weeds Cost for Francisca Alvarez Elementary per visit (12 visits)
(Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

108 Chemically Treat weeds Cost for Dr. Carlos Castañeda Elementary per visit (12 visits)
(Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

109 Chemically Treat weeds Cost for Jose De Escandon Elementary per visit (12 visits)
(Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

110 Chemically Treat weeds Cost for Victor Fields Elementary per visit (12 visits)
(Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
1
1 Chemically Treat weeds Cost for Reynaldo G. Garza Elementary per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
1
2 Chemically Treat weeds Cost for Leonelo H. Gonzalez Elementary per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
1
3 Chemically Treat weeds Cost for Lucile McKee Hendricks Elementary per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
1
4 Chemically Treat weeds Cost for Sam Houston Elementary per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
1
5 Chemically Treat weeds Cost for Andrew Jackson Elementary per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
1
6 Chemically Treat weeds Cost for Christa McAuliffe Elementary per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

117 Chemically Treat weeds Cost for Ben Milam Elementary per visit (12 visits)
 (Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

118 Chemically Treat weeds Cost for Dr. Pablo Perez Elementary per visit (12 visits)
 (Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

119 Chemically Treat weeds Cost for Sam Rayburn Elementary per visit (12 visits)
 (Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

120 Chemically Treat weeds Cost for Theodore Roosevelt Elementary per visit (12 visits)
 (Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

121 Chemically Treat weeds Cost for Blanca E. Sanchez Elementary per visit (12 visits)
 (Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

122 Chemically Treat weeds Cost for Juan Seguin Elementary per visit (12 visits)
 (Response required)
 Quantity: 12 UOM: EA Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

1 2 3	Chemically Treat weeds Cost for Thigpen-Zavala Elementary per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 2 4	Chemically Treat weeds Cost for Woodrow Wilson Elementary per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 2 5	Chemically Treat weeds Cost for Crocket Building per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 2 6	Chemically Treat weeds Cost for Jose Antonio Navarro Building per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 2 7	Chemically Treat weeds Cost for Instructional and Guidance Center per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 2 8	Chemically Treat weeds Cost for Agricultural Learning Center per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1
2
9 Chemically Treat weeds Cost for Dorothea Brown Middle School per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
3
0 Chemically Treat weeds Cost for Dr. Rodney D. Cathey Middle School per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
3
1 Chemically Treat weeds Alonzo De Leon Middle School per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
3
2 Chemically Treat weeds Cost for Homer J. Morris Middle School per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
3
3 Chemically Treat weeds Cost for William B. Travis Middle School per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
3
4 Chemically Treat weeds Cost for McAllen High School per visit (12 visits)
(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1 3 5	Chemically Treat weeds Cost for McAllen Memorial High School per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 3 6	Chemically Treat weeds Cost for James Nikki Rowe High School per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 3 7	Chemically Treat weeds Cost for Achieve Early College High School per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 3 8	Chemically Treat weeds Cost for Lamar Academy per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 3 9	Chemically Treat weeds Cost for McAllen ISD/UTRGV Collegiate Academy per visit (12 visits) <i>(Response required)</i>
	Quantity: <u>12</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1 4 0	Miscellaneous Services
-------------	------------------------

1 4 1	Cost to spot Treat Ants <i>(Response required)</i>
	Quantity: <u>1</u> UOM: <u>EA</u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Item Notes: This services will be as needed Supplier Notes: _____ _____
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

1
4
2

NORMAL HOURLY RATE - Hourly rate for Services during normal business hours 6:00 AM - 5:00 PM Monday - Friday. Pricing specified by the proposer shall include all such direct and indirect overhead costs such as transportation, fuel, labor cost, etc. Normal response time shall be within one business day after service call has been placed by the District.

(Response required)

Quantity: 1 UOM: HOURLY RATE Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2025-1012 – Grounds Maintenance Services for
Various Locations
Specifications and Scope of Work

1.0 BACKGROUND

McAllen Independent School District (the “District”) is a multicultural community of over 20,000 students. The District’s vision is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community. The District consists of eighteen (18) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Debbie Crane-Aliseda, Trustee
Erica de la Garza-Lopez, Trustee
Elizabeth (Lizzie) Kittleman, Trustee
Sofia M. Peña, Trustee
Lucia Regalado, Trustee
Aaron D. Rivera, Trustee
Lucia Thompson, Trustee
Dr. René Gutiérrez, Superintendent

2.0 INTENT

It is the intent of the district, through this Request for Proposal (“RFP”), to select a proposer (“Proposers”), that offers the best value for grounds maintenance services for the District.

3.0 REQUIREMENTS

The Specifications and Scope of Work (“SOW”) will take precedence over the General Terms and Conditions when they are in conflict. Please read the General Terms and Conditions and the following information carefully. Any exceptions to these General Terms and Conditions and SOW may be cause for a Proposer to be disqualified.

4.0 TERM AND TERMINATION OF AGREEMENT

The period of the contract (“Contract”) resulting from this RFP will be for a primary term of one (1) year with the option to renew for two (2) additional one (1) year terms.

4.1 Termination without Cause. District shall have the right to terminate this contract without cause on thirty (30) days written notice to the Respondent.

4.2 Termination with Cause.

4.2.1 Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

4.2.1.1 Any conduct of the Proposer, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

4.2.1.2 Failure to provide evidence of liability insurance, as required.

4.2.1.3 Failure of Proposer to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

4.2.1.4 In addition, if the Proposer commits a material breach of any of the terms of this Contract, other than those listed in subsections 4.2.1.1 through 4.2.1.3 above, District may terminate this Contract upon no less than thirty (30) days written notice.

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2025-1012 – Grounds Maintenance Services for
Various Locations
Specifications and Scope of Work

4.3 Proposer shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

5.0 PRICING, INVOICING AND PAYMENT

The pricing offered through this RFP must remain firm for the term of the Contract. Price decreases and/or discount percentage in favor of the District are acceptable at any time throughout the term of the contract. In case of a price increase required due to market shortage or market change, documentation must be submitted for approval to Laura Williams, Director of Purchasing Services at laura.williams@mcallenisd.net.

6.0 REFERENCES

Proposer shall obtain a minimum of three (3) references from other school districts for similar services. References must complete the “District Reference Form” (See Attachments tab).

7.0 EVALUATION CRITERIA

In determining who will be awarded, the District shall consider:

- 7.1** the purchase price;
- 7.2** the reputation of the vendor and of the vendor’s goods or services;
- 7.3** the quality of the vendor’s goods or services;
- 7.4** the extent to which the goods or services meet the District’s needs;
- 7.5** the vendor’s past relationship with the District;
- 7.6** the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses (in accordance with 2 CFR 200.320);
- 7.7** the total long-term cost to the District to acquire the vendor’s goods or service;
- 7.8** for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor’s ultimate parent company or majority owner:
 - 7.8.1** has its principal place of business in this state; or
 - 7.8.2** employs at least 500 persons in this state; and
- 7.9** any other relevant factor specifically listed in the request for RFP or proposals.

Refer to Attachment “A” for weights.

8.0 EVALUATION COMMITTEE.

The evaluation committee which will be comprised of, Ruben Treviño, Executive Director for Facilities, Maintenance, and Operations; Roel Moroles, Assistant Director for Facilities, Maintenance, and Operations; Laura Williams, Purchasing Director, Elizabeth Cabrera, Purchasing Coordinator; Graciela Garza, Senior Buyer, will evaluate the proposals and recommend the successful vendor(s).

9.0 COMMUNICATION WITH DISTRICT PERSONNEL

Proposer submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on the Questions tab.

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2025-1012 – Grounds Maintenance Services for
Various Locations
Specifications and Scope of Work

10.0 SCOPE OF WORK

This RFP is intended for Landscaping Services for various locations to include, but not limited to, the following services:

- 10.1** Turf Management twenty-two (22) visits per location on an annual basis. See Bid line items no. 2 - 35. Schedule to be determined by District.
 - 10.1.1** Mow
 - 10.1.2** Edge
 - 10.1.3** Trim
 - 10.1.4** Blow
- 10.2** Shrubs and Bed Care twenty-two (22) visits per location on an annual basis. See Bid line items no. 36 - 70. Schedule to be determined by District.
 - 10.2.1** Shrub trimming
 - 10.2.2** Bed weed control
- 10.3** Tree Care
 - 10.3.1** Ornamental tree pruning one (1) visit per location on an annual basis. See Bid line items no. 72 - 105. Schedule to be determined by District.
- 10.4** Miscellaneous
 - 10.4.1** Proposers shall chemically treat weeds in concrete asphalt twelve (12) visits per location on an annual basis. See Bid line items no. 107 - 139. Schedule to be determined by District
 - 10.4.2** Spot treat for ants as needed.
- 10.5** Awarded vendor shall be responsible for the following:
 - 10.5.1** Final Schedule of Services to be performed shall be coordinated with District.
 - 10.5.2** Shall mow surrounding edge of pond/detention areas as needed.
 - 10.5.3** Shall pick up debris and litter in work areas prior to mowing.
 - 10.5.4** Shall edge all walkways, curbs, beds, tree rings and driveways.
 - 10.5.5** Shall backpack blow all landscape debris generated during regular maintenance visits, to include leaves within maintained areas.
 - 10.5.6** Shall adhere to all state laws and/or local regulations and ordinances.
 - 10.5.7** Shall mulch all grass clipping into existing turf.
 - 10.5.8** Shall bag and remove any excessive clippings.
 - 10.5.9** Shall manually remove all weeds over 2" in all beds.
 - 10.5.10** Shall spot treat weeds smaller than 2".
 - 10.5.11** Shall only apply herbicides under the supervision of a current Licensed Pesticide Applicator certified by the State of Texas Department of Agriculture. Attach proof of employee(s) current applicator license under Response Attachments tab.
 - 10.5.12** Shall regularly prune/edge groundcover beds and maintain a manicured appearance.
 - 10.5.13** Shall maintain perennials according to species.
 - 10.5.14** Shall prune shrubs to maintain proper shape and appearance.
 - 10.5.15** Shall prune shrubs during dormant season to encourage proper growth.
 - 10.5.16** Proposer shall cut back all perennials and native grasses, annually, between February to May depending on plant type and weather.
 - 10.5.17** Shall clean up leaves from fall/winter to improve airflow and sunlight penetration to soil from growing months.
 - 10.5.18** Shall lift tree canopies to 8' clearance on as needed basis.
- 10.6** Proposer shall submit a list of equipment intended for use in the performance of services under this contract. Bid Attributes 51-80
- 10.7** All work shall be completed during the hours of 6:00 A.M. through 5:00 P.M. Monday through

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2025-1012 – Grounds Maintenance Services for
Various Locations
Specifications and Scope of Work

Friday, unless otherwise scheduled by the District.

- 10.8** Non-Billable Services. The District is not responsible for travel time to or from the job site, and such fees shall not be included in the cost.
- 10.9** Invoices shall be itemized and include date of service, location and detailed information on the work performed.
- 10.10** Awarded Vendor shall take all necessary precautions to protect District property from damage.
- 10.11** Awarded Vendor shall be held responsible for any damage to property caused by operations on District grounds.
- 10.12** It shall be the sole responsibility of the awarded Vendor to safeguard his/her own materials, tools, and equipment. The District will not assume any responsibility for vandalism and/or theft of materials, tools, and equipment.
- 10.13** The District reserves the right to inspect all work prior to payment. Final project approval is contingent on the final inspection by an authorized District representative.
- 10.14** Awarded Vendor shall promptly correct all work not approved by an authorized District representative.
- 10.15** Awarded Vendor shall be required to sign a contract with the District. Refer to Draft Service Contract under the Attachments tab.
- 10.16** Awarded Proposer shall provide a certificate of insurance Acord, in accordance with Section 6 of the Terms and Conditions of this RFP. Upload your Acord form in the Response Attachments tab.
- 10.17** See list of locations and addresses under the Attachments tab.
- 10.18** Refer to green highlighted section in Site Plans to view areas to be serviced at each location.
- 10.19** For project visits contact Roel Moroles, Assistant Director for Facilities, Maintenance, and Operations 956-632-3200 roel.moroles@mcallensd.net.

11.0 AWARD INFORMATION

Award information will be available for download from our website within ninety (90) days of opening: <https://mcallensdtx.sites.thrillshare.com/page/awarded-vendors>.

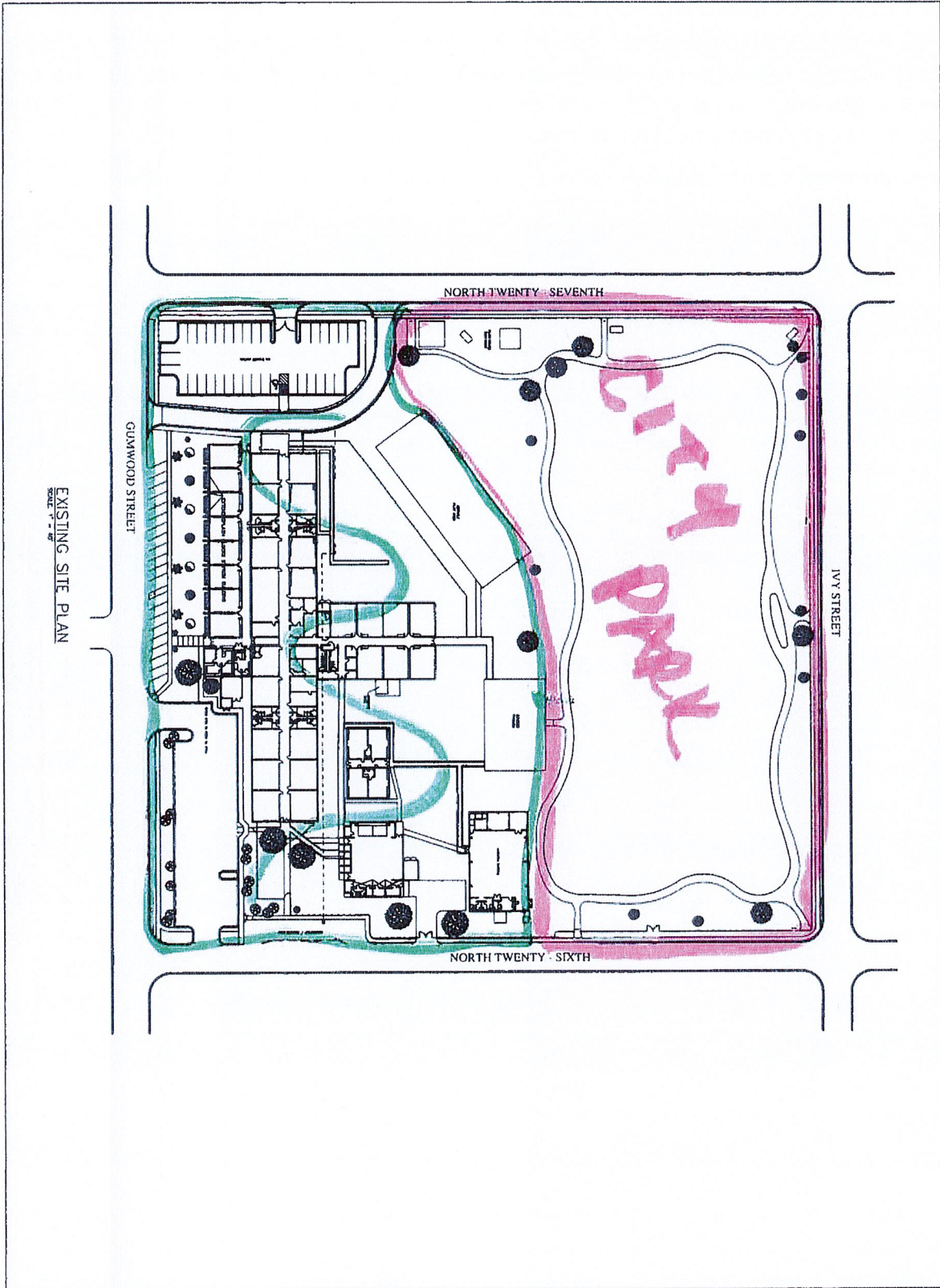
12.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The District prefers and encourages Proposer to submit their response through Ionwave (<https://mcallensd.ionwave.net>), however, we will accept submittals in a sealed envelope via mail or hand delivered. Email Graciela Garza, Senior Buyer at ggarza@mcallensd.net for address and mailing instructions.

RFP 2025-1012 Grounds Maintenance for Various Locations

Locations

	Location	Address
1	Francisca Alvarez Elementary	2606 Gumwood Street
2	Dr. Carlos Castañeda Elementary	4100 N. 34 th St
3	Jose De Escandon Elementary	2901 Colbath Street
4	Victor Fields Elementary	500 West Dallas Avenue
5	Reynaldo G. Garza Elementary	6300 North 29th Street
6	Leonelo H. Gonzalez Elementary	201 East Martin Street
7	Lucile McKee Hendricks Elementary	3900 Goldcrest Street
8	Sam Houston Elementary	3221 Olga Street
9	Andrew Jackson Elementary	501 Harvey Street
10	Christa McAuliffe Elementary	3000 Daffodil Street
11	Ben Milam Elementary	3800 North Main Street
12	Dr. Pablo Perez Elementary	7801 North Main Street
13	Sam Rayburn Elementary	7000 North Main Street
14	Theodore Roosevelt Elementary	4801 South 26th Street
15	Blanca E. Sanchez Elementary	2901 Incarnate Word Street
16	Juan Seguin Elementary	2200 North 29th Street
17	Thigpen-Zavala Elementary	2500 Galveston Avenue
18	Woodrow Wilson Elementary	1200 Hackberry Street
19	Crockett Building	2112 N. Main St.
20	Jose Antonio Navarro Building	2100 Hackberry St.
21	Instructional and Guidance Center	2604 Galveston
22	Agricultural Learning Center	7821 N. 29th St.
23	Dorothea Brown Middle School	2700 S. Ware Rd
24	Dr. Rodney D. Cathey Middle School	1800 N. Cynthia
25	Alonzo De Leon Middle School	4201 N. 29 th
26	Michael E. Fossum Middle School	7800 N. Ware Rd
27	Homer J. Morris Middle School	1400 Trenton Rd
28	William B. Travis Middle School	600 W. Houston Ave.
29	McAllen High School	2021 La Vista Avenue
30	McAllen Memorial High School	101 E. Hackberry Ave.
31	James Nikki Rowe High School	2101 N. Ware Rd.
32	Achieve Early College High School (Lincoln)	1601 North 27 th Street
33	Lamar Academy	1009 N. 10 th St.
34	McAllen ISD/UTRGV Collegiate Academy	801 E Lakeview Drive



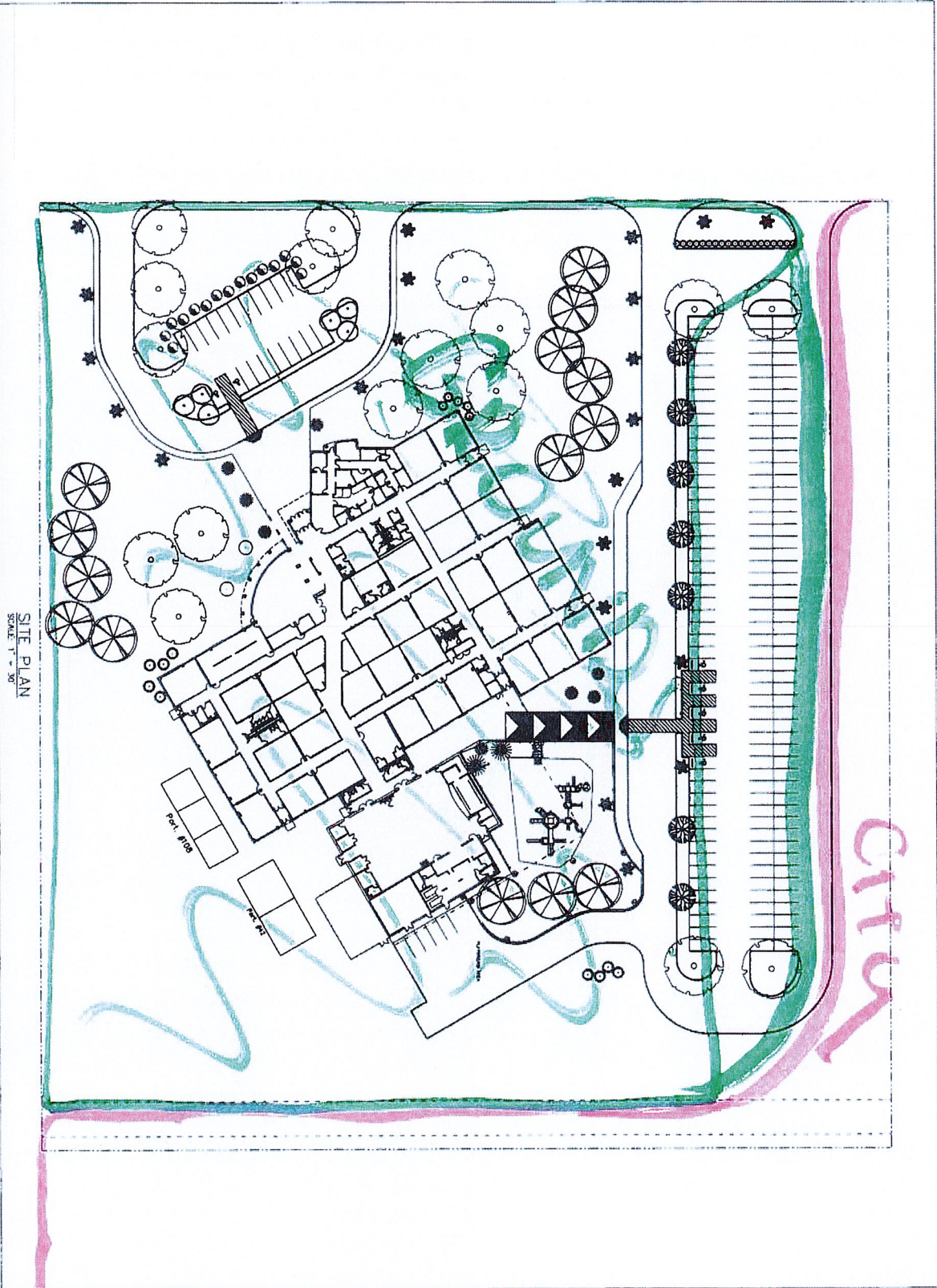
SHEET NO. A-1

PROJECT NAME:
ALVAREZ ELEMENTARY SCHOOL
GUMWOOD AND 26 TH. STREET
McALLEN, TEXAS
DRAWING NAME:
PROPOSED FLOOR AND SITE PLAN



DATE	DRAWN BY	SCALE (if shown)	DATE DRAWN
R E V I S I O N S			



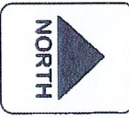


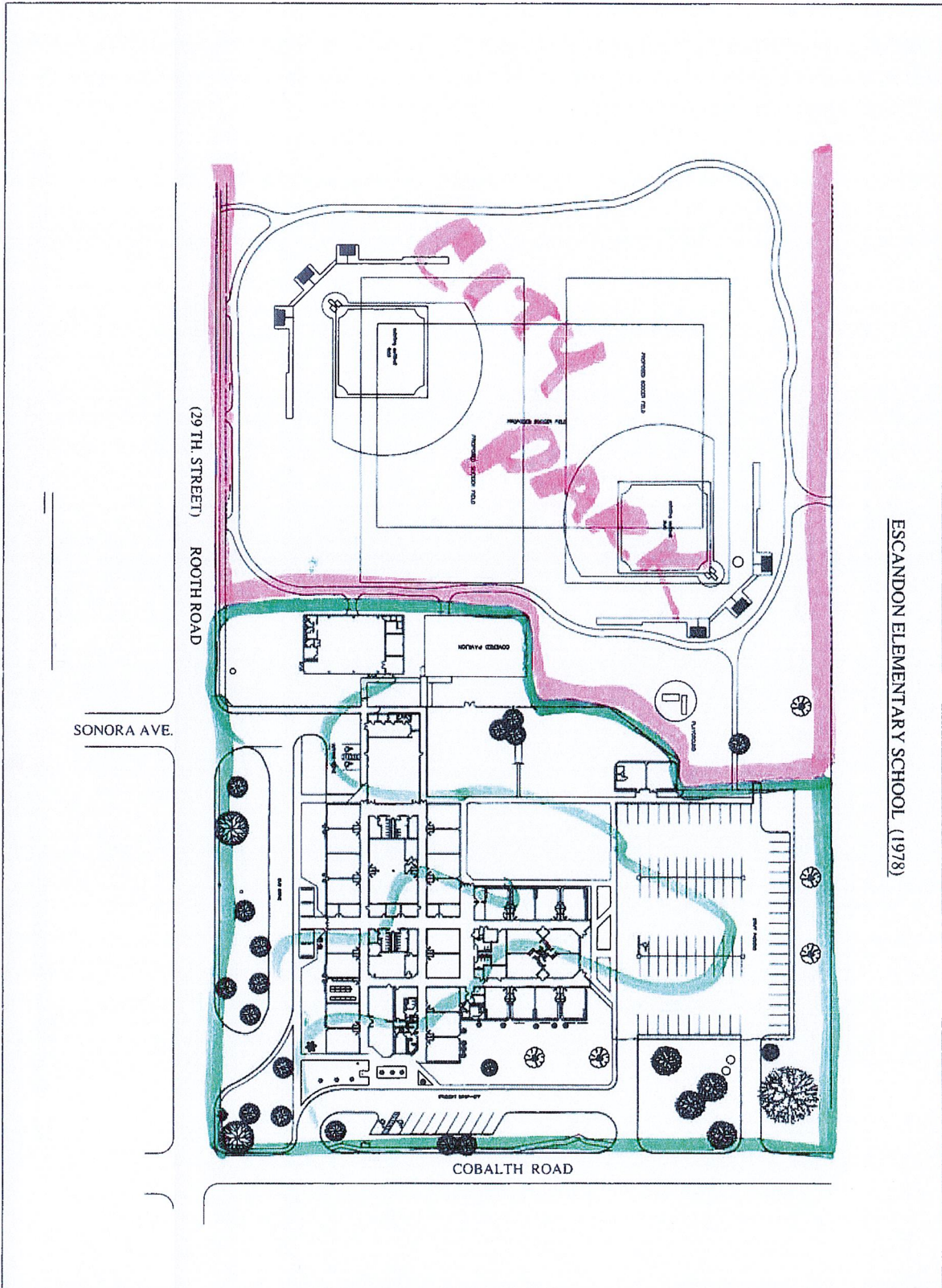
SITE PLAN
SCALE: 1" = 30'

PROJECT NAME:
DR. CARLOS CASTAÑEDA
4100 NORTH 34TH STREET
McALLEN, TEXAS
DRAWING NAME:
SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWN BY:	SCALE: as shown	SITE OWNER:
REVISIONS			
DATE			



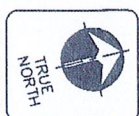


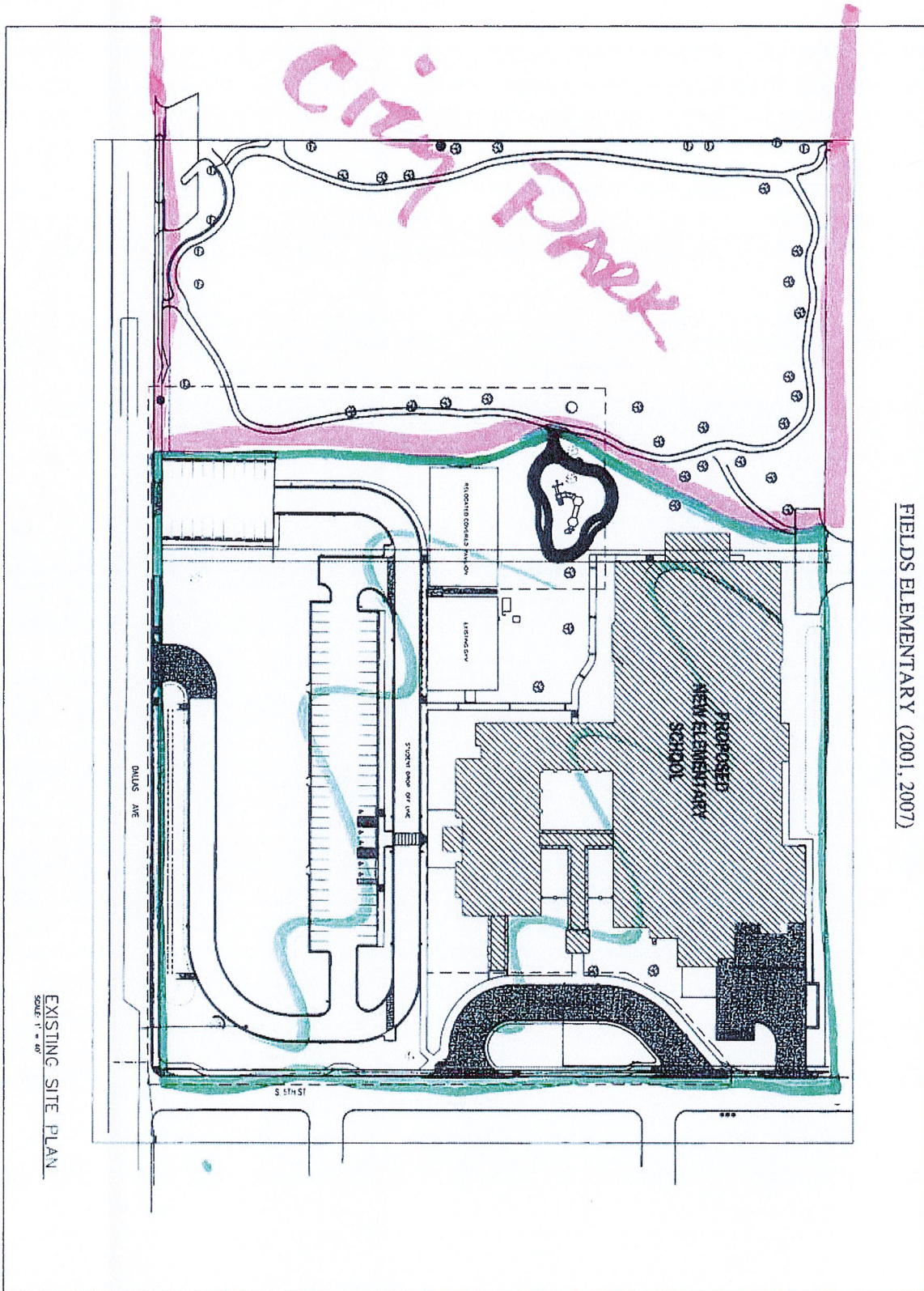
SHEET NO. A-1

PROJECT NAME
 ESCANDON ELEMENTARY SCHOOL
 2901 COBALTH ROAD
 McALLEN, TEXAS
 DRAWING NAME:
 PROPOSED FLOOR AND SITE PLAN

McALLEN
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

DATE	BY	REVISIONS





FIELDS ELEMENTARY (2001, 2007)

EXISTING SITE PLAN
SCALE: 1" = 40'

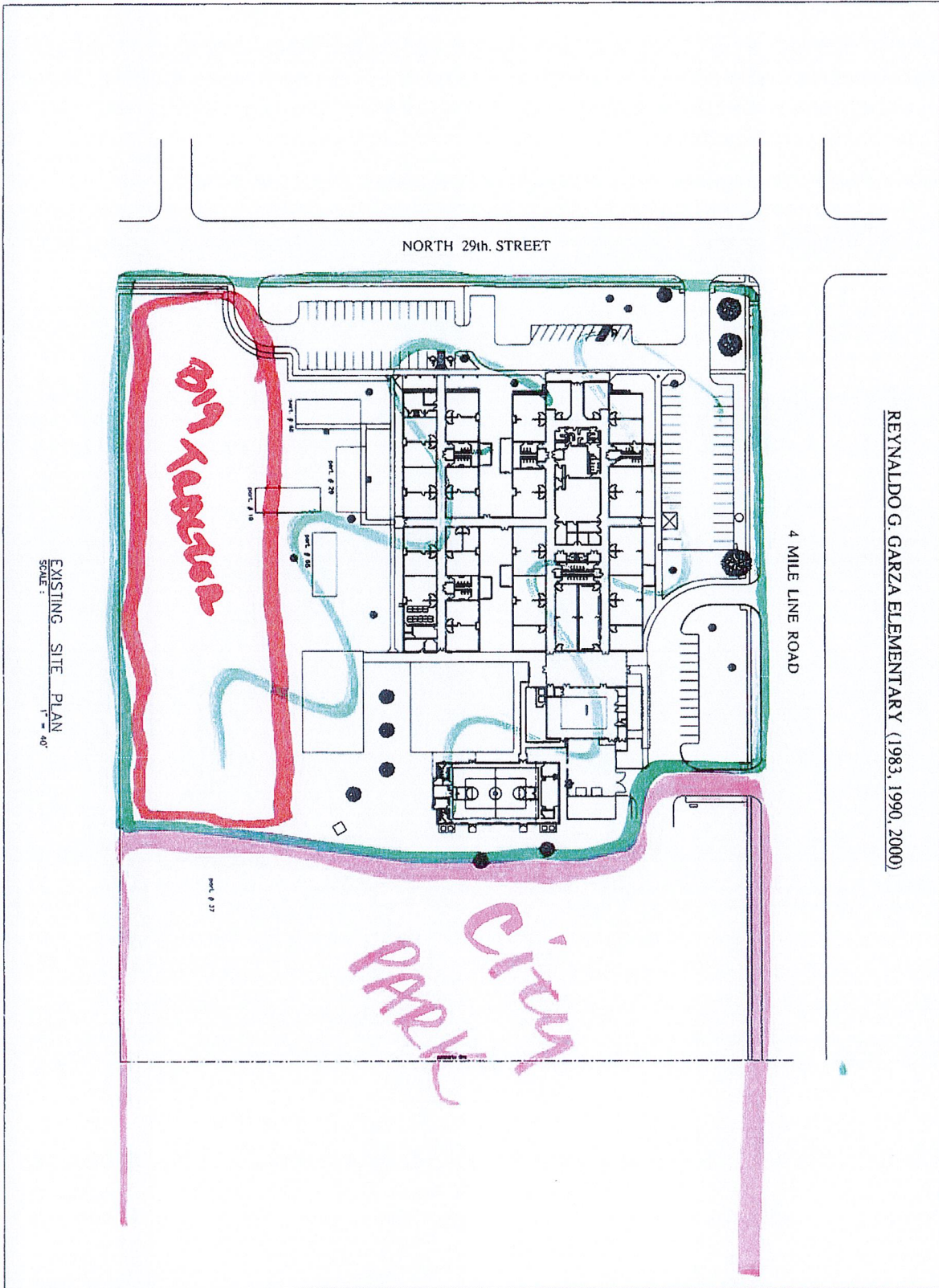
SHEET NO. A-1

PROJECT NAME:
FIELDS ELEMENTARY SCHOOL
500 DALLAS
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY	DESIGNED BY	SCALE / AS SHOWN	SHEET NUMBER
REVISIONS			
DATE			



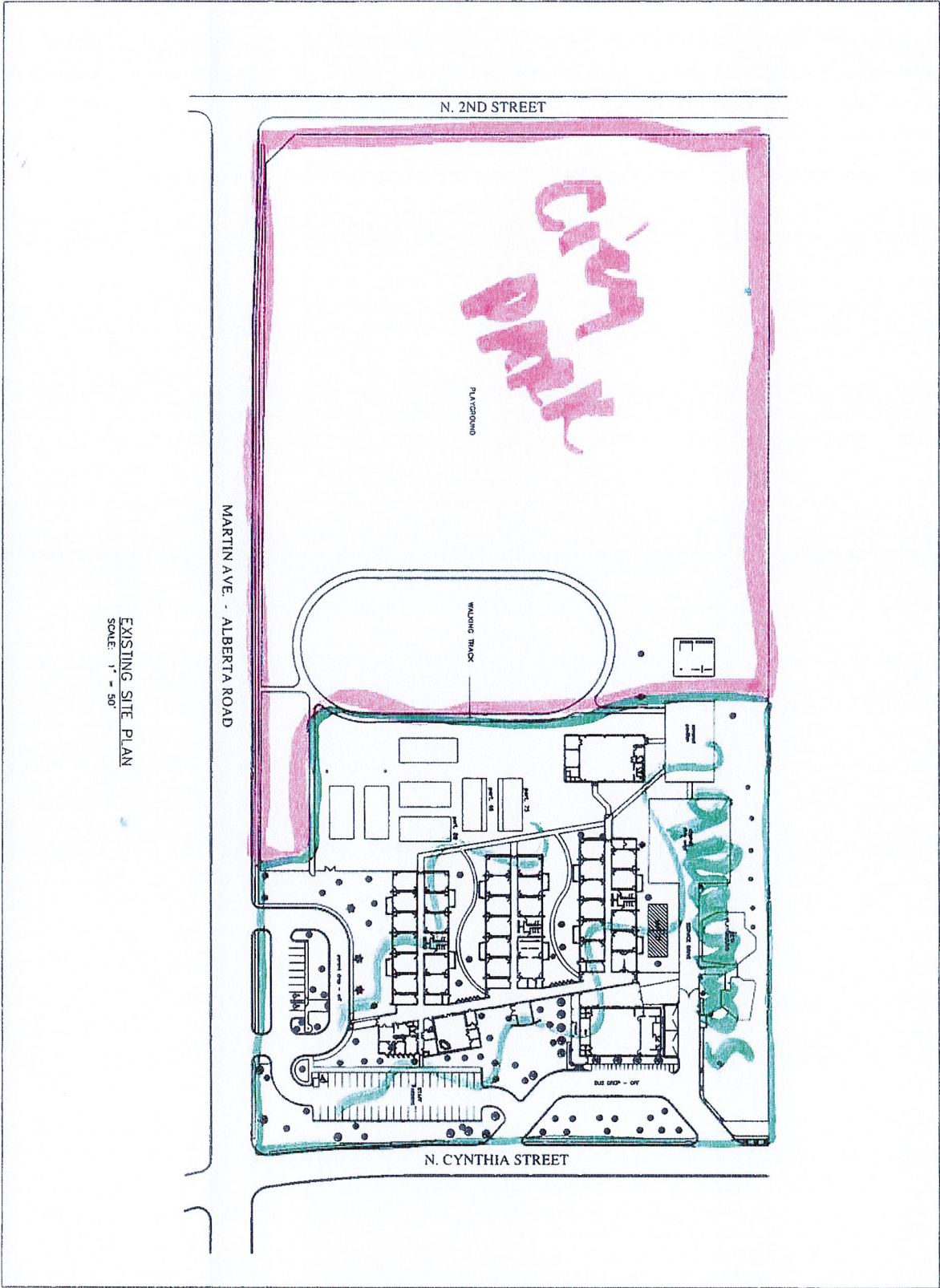


PROJECT NAME
 REYNALDO G. GARZA ELEMENTARY
 6300 N. 29 TH. STREET
 McALLEN, TEXAS
 DRAWING NAME
 EXISTING SITE PLAN

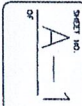
McALLEN
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

DESIGN BY	DRAWN BY	SCALE AS SHOWN	DATE CHECKED
R E V I S I O N S			





EXISTING SITE PLAN
SCALE: 1" = 50'



PROJECT NAME:
GONZALEZ ELEMENTARY SCHOOL
201 E. MARTIN
McALLEN, TEXAS
DRAWING NAME:
EXISTING FLOOR AND SITE PLAN

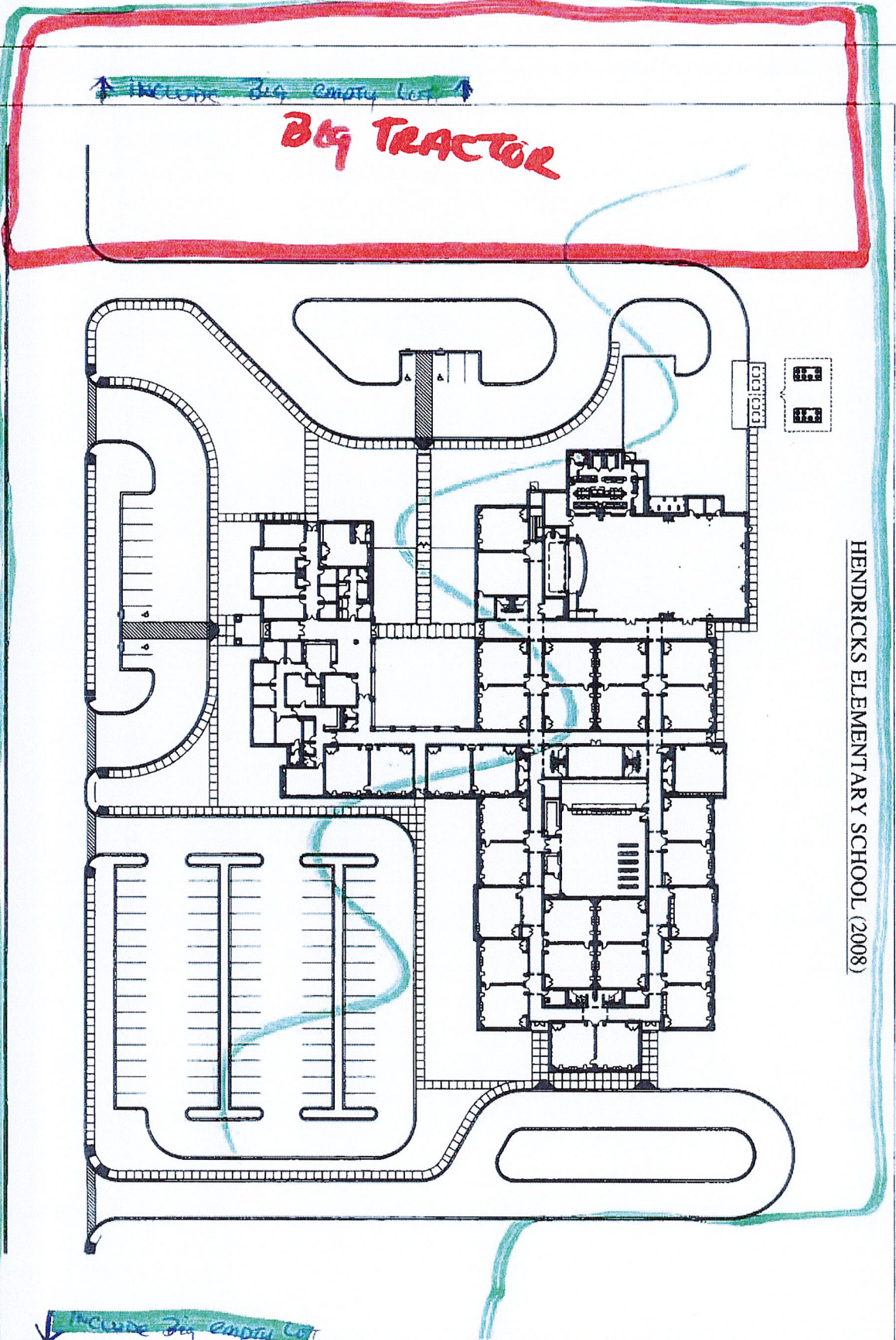
McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWN BY:	SCALE (as shown)	DATE DRAFTED
REVISIONS			



↑ INCLUDE Big Empty Lot ↓

Big TRACTOR



HENDRICKS ELEMENTARY SCHOOL (2008)

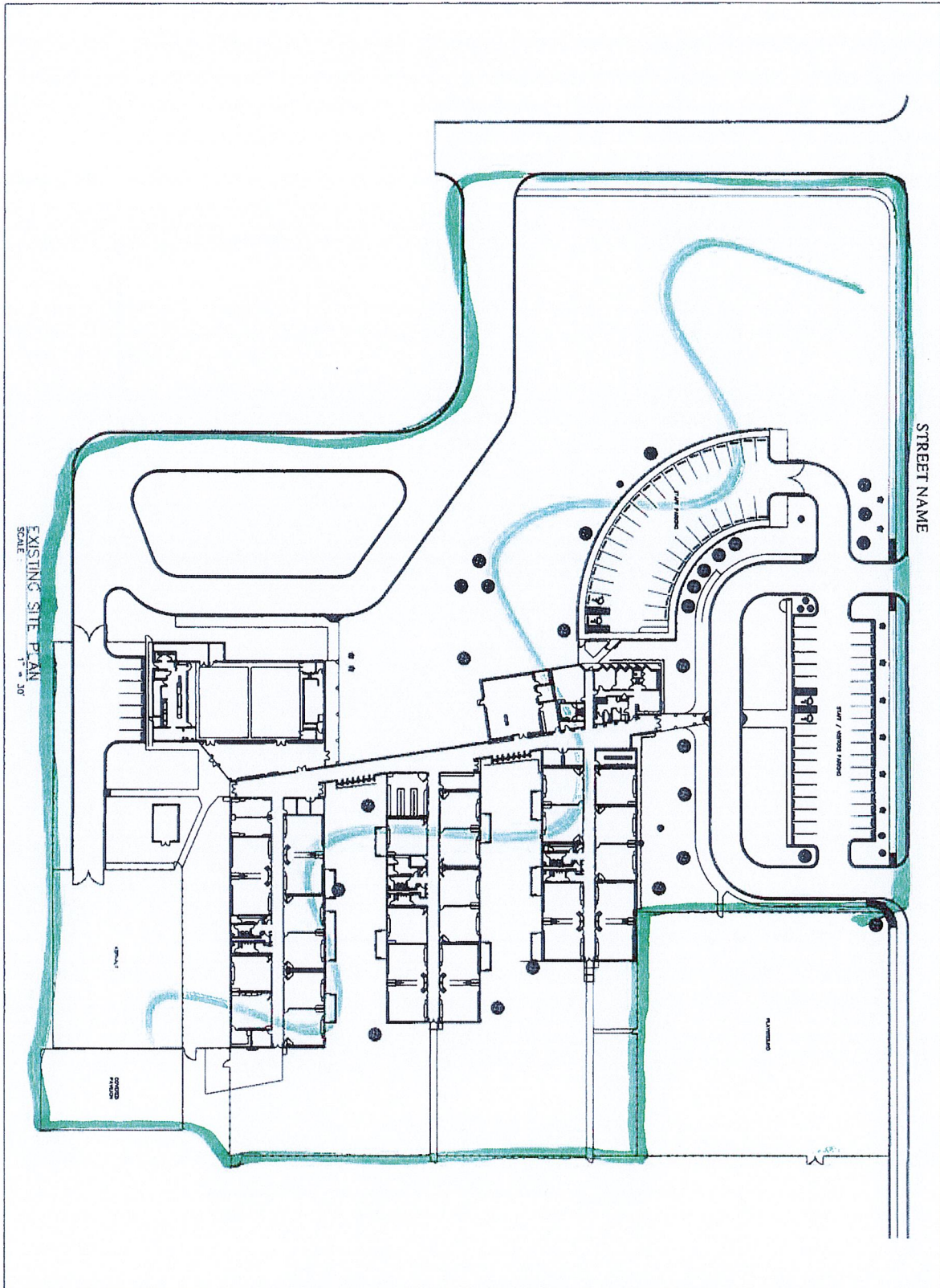
↓ INCLUDE Big Empty Lot ↓

PROJECT NAME
 HENDRICKS ELEMENTARY SCHOOL
 3900 GOLDCREST STREET
 McALLEN, TEXAS
 DRAWING NAME:
 HENDRICKS SITE PLAN

McALLEN
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

DATE	BY	REVISIONS



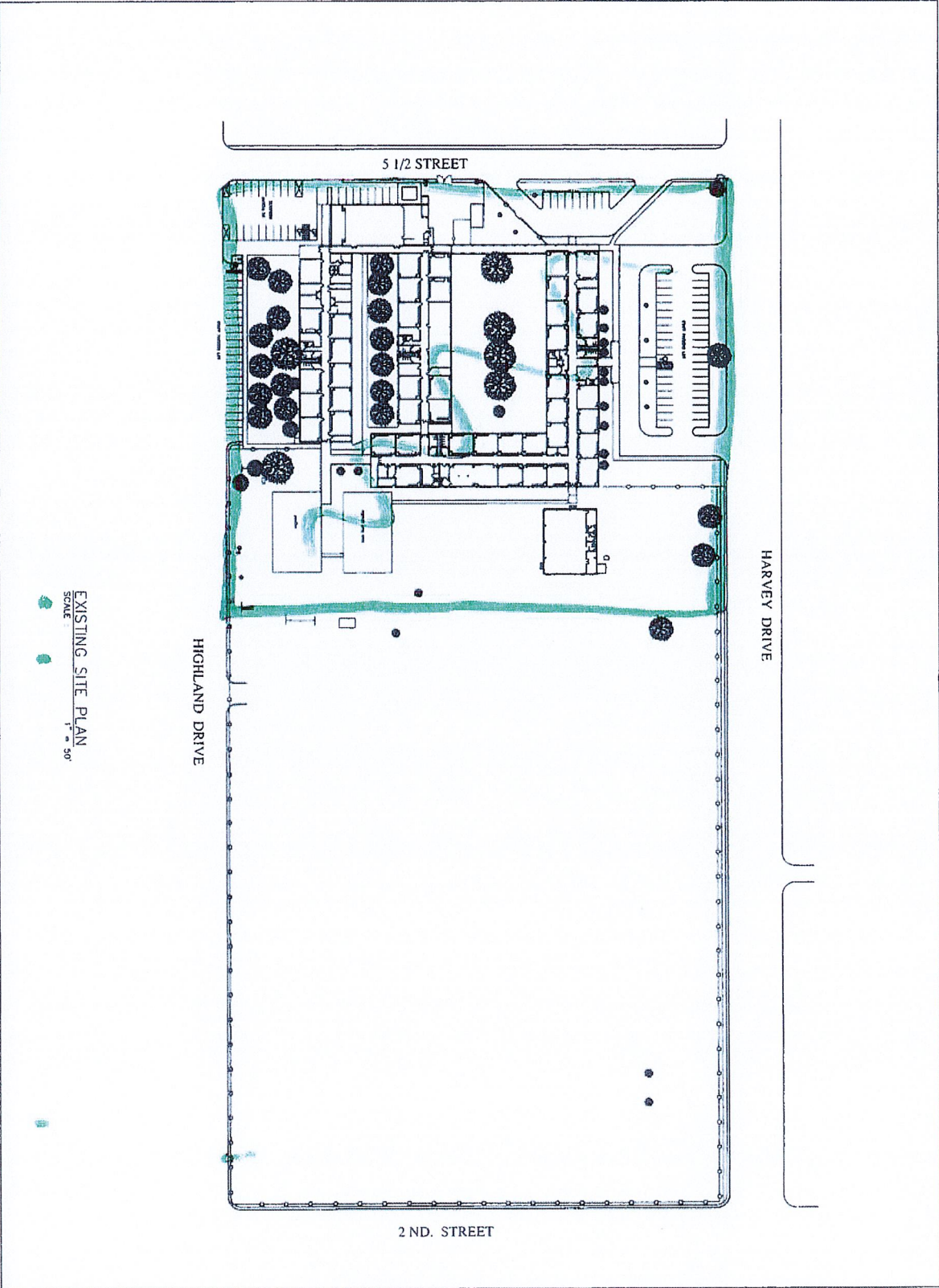


PROJECT NAME
 SAM HOUSTON ELEMENTARY SCHOOL
 3201 OLGA AVE.
 McALLEN, TEXAS
 DRAWING NAME
 EXISTING SITE PLAN

McALLEN
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

SEARCH BY:	DESIGNED BY:	SCALE (AS SHOWN)	DATE DRAWN
REVISIONS			





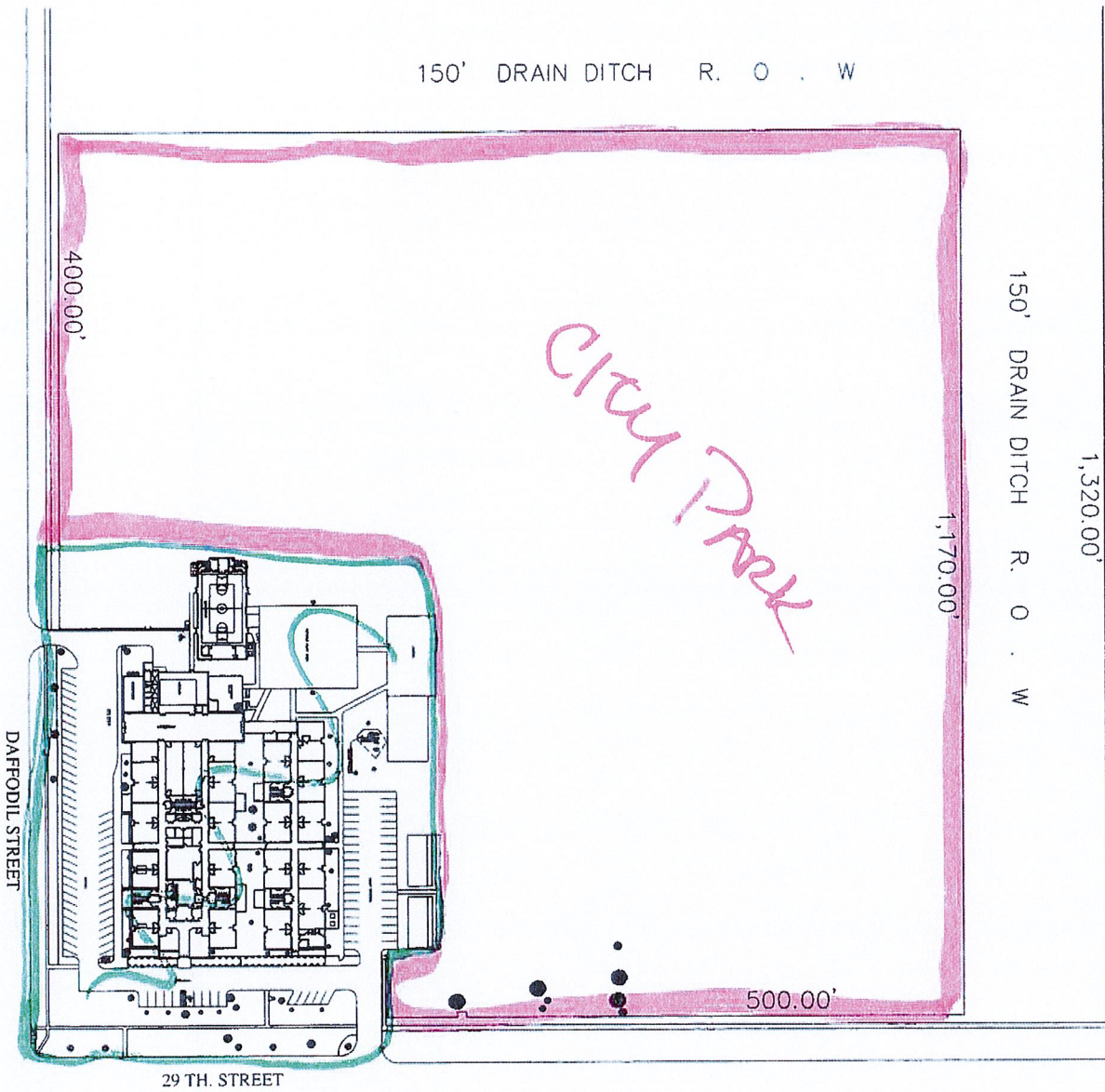
SHEET NO. A-1

PROJECT NAME
 JACKSON ELEMENTARY SCHOOL
 500 HIGHLAND
 McALLEN, TEXAS
 DRAWING NAME:
 EXISTING SITE PLAN

McALLEN
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

NO.	DATE	BY	REVISIONS





EXISTING SITE PLAN
SCALE: 1" = 50'

SHEET NO. A-1

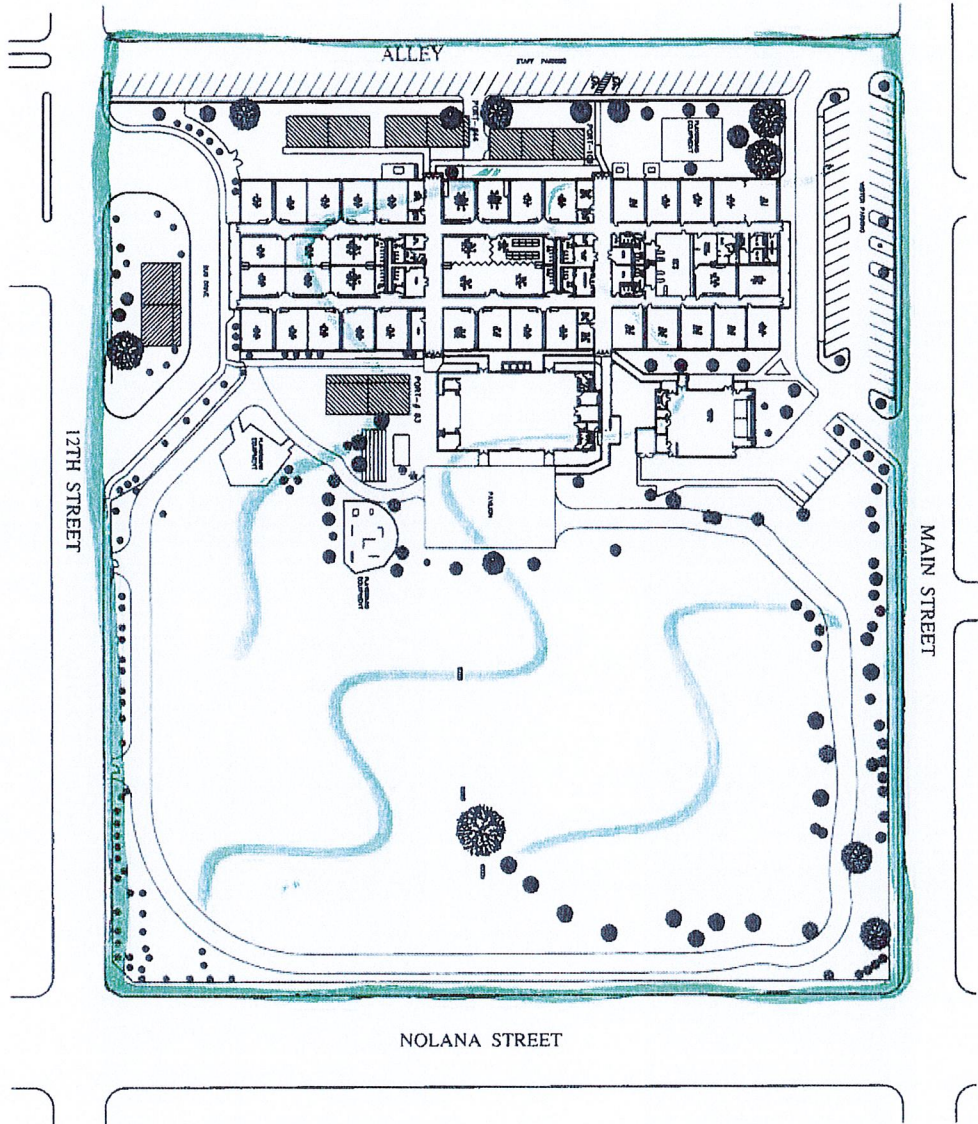
PROJECT NAME
MCAULIFFE ELEMENTARY SCHOOL
3000 DAFFODIL STREET
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY	DATE	REVISIONS	SCALE (as shown)	DRAWN BY

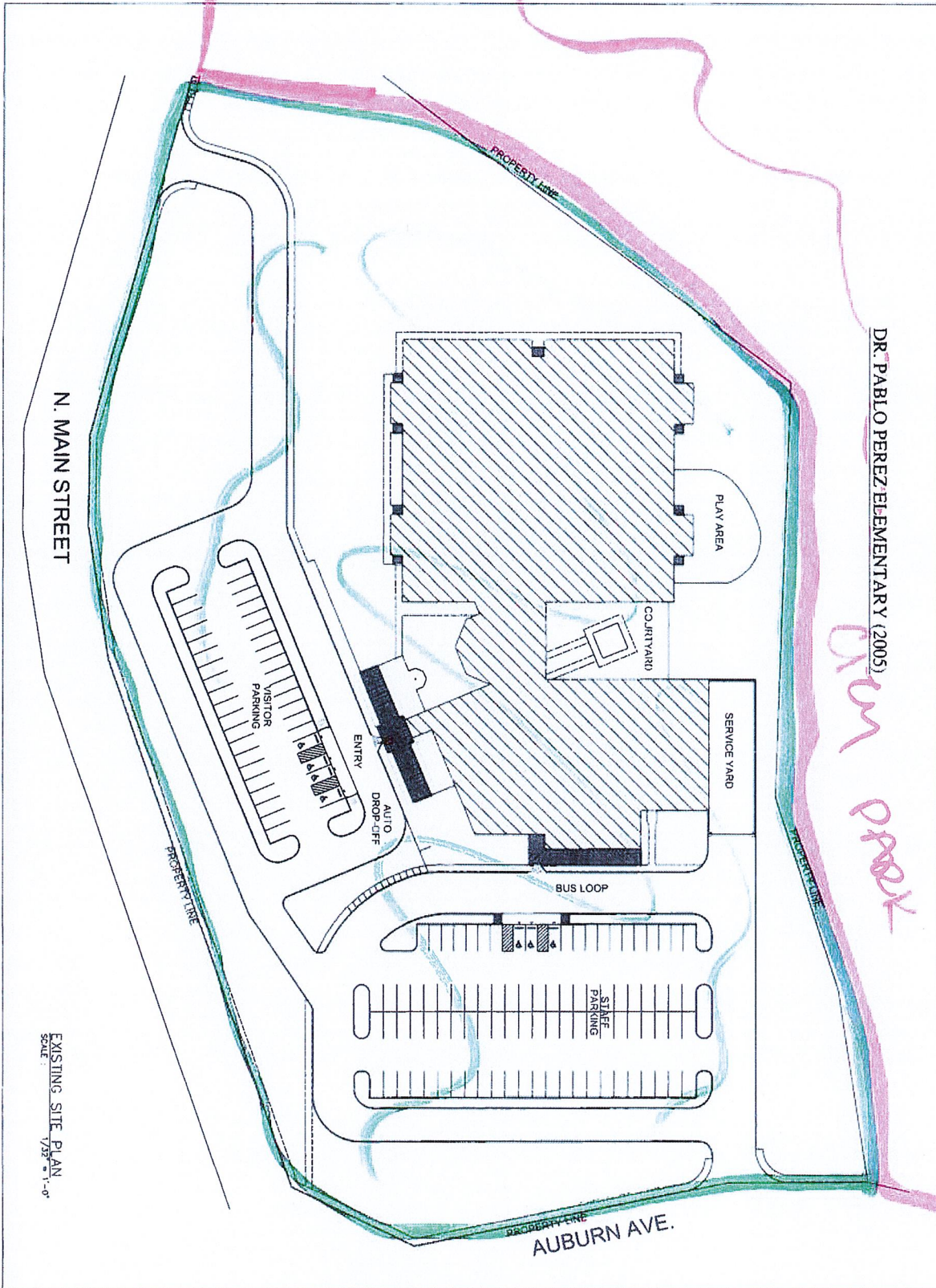


EXISTING SITE PLAN
SCALE 1" = 40'



NOLANA STREET

SHEET NO. 	PROJECT NAME BEN MILAM ELEMENTARY SCHOOL 3800 N. MAIN STREET McALLEN, TEXAS	 McALLEN INDEPENDENT SCHOOL DISTRICT FACILITY PLANNING SERVICES	ARCHD BY DATE	DRAWING BY DATE	SCALE AS SHOWN	DATE ISSUED	
	REVISIONS						



DR. PABLO PEREZ ELEMENTARY (2005)

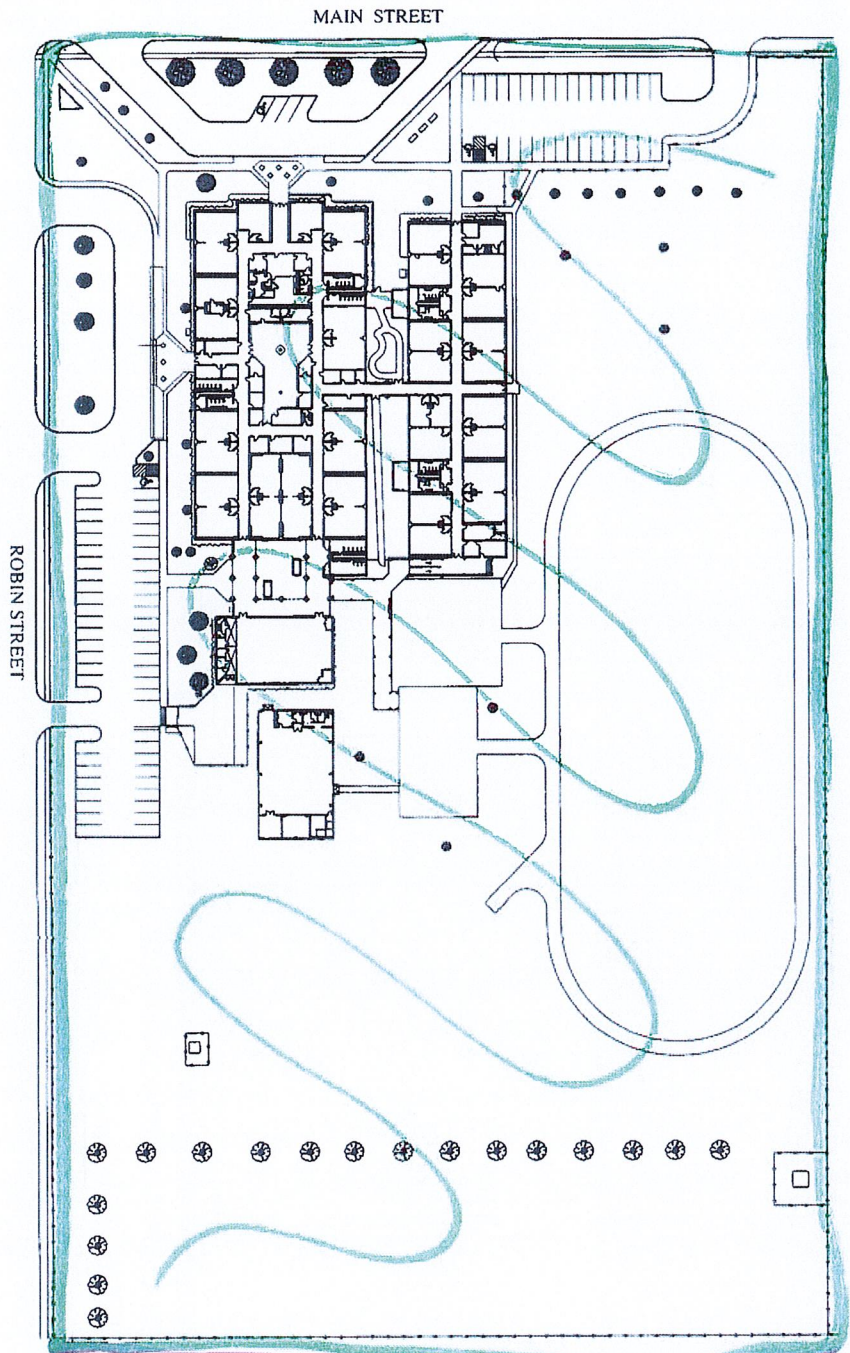
Creek DRAIN

N. MAIN STREET

AUBURN AVE.

EXISTING SITE PLAN
SCALE: 1/32" = 1'-0"

SHEET NO. A-2	PROJECT NAME DR. PABLO PEREZ ELEM. 7801 N. MAIN McALLEN, TEXAS	McALLEN INDEPENDENT SCHOOL DISTRICT FACILITY PLANNING SERVICES	DESIGN BY: _____ DRAWING BY: _____ SCALE: 1/32" = 1'-0" DATE: _____	SITE DESIGN
	DRAWING NAME: EXISTING SITE PLAN		REVISIONS	

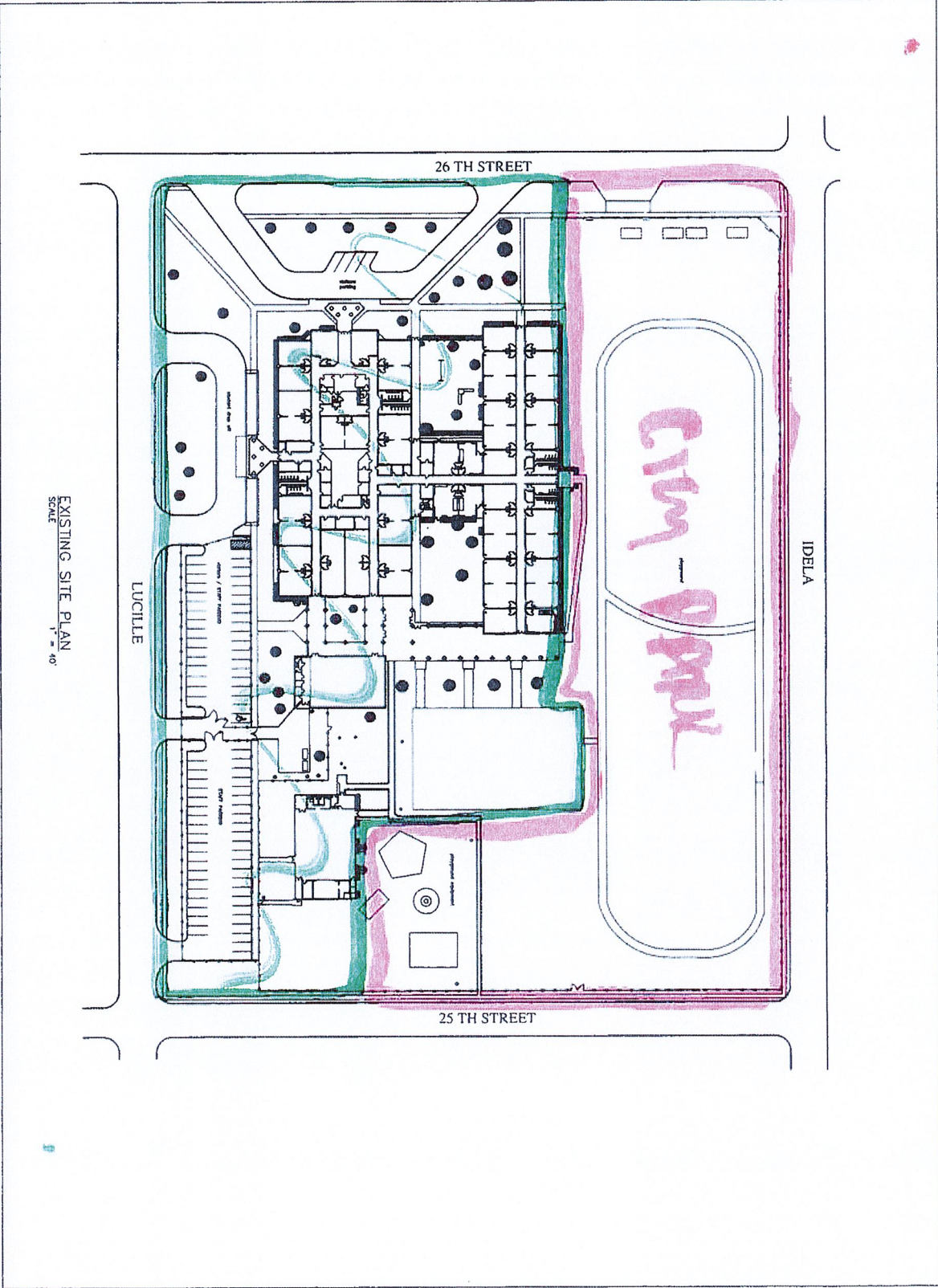


RAYBURN ELEMENTARY (1979/1990/2001)

CITY PARK

SHEET NO. A-1	PROJECT NAME SAM RAYBURN ELEMENTARY SCHOOL 7000 N MAIN McALLEN, TEXAS DRAWING NAME EXISTING FLOOR & SITE PLAN	 McALLEN INDEPENDENT SCHOOL DISTRICT FACILITY PLANNING SERVICES	DESIGNED BY DATE DRAWN	SCALE as shown DATE DRAWN
			REVISIONS	





EXISTING SITE PLAN
SCALE 1" = 40'

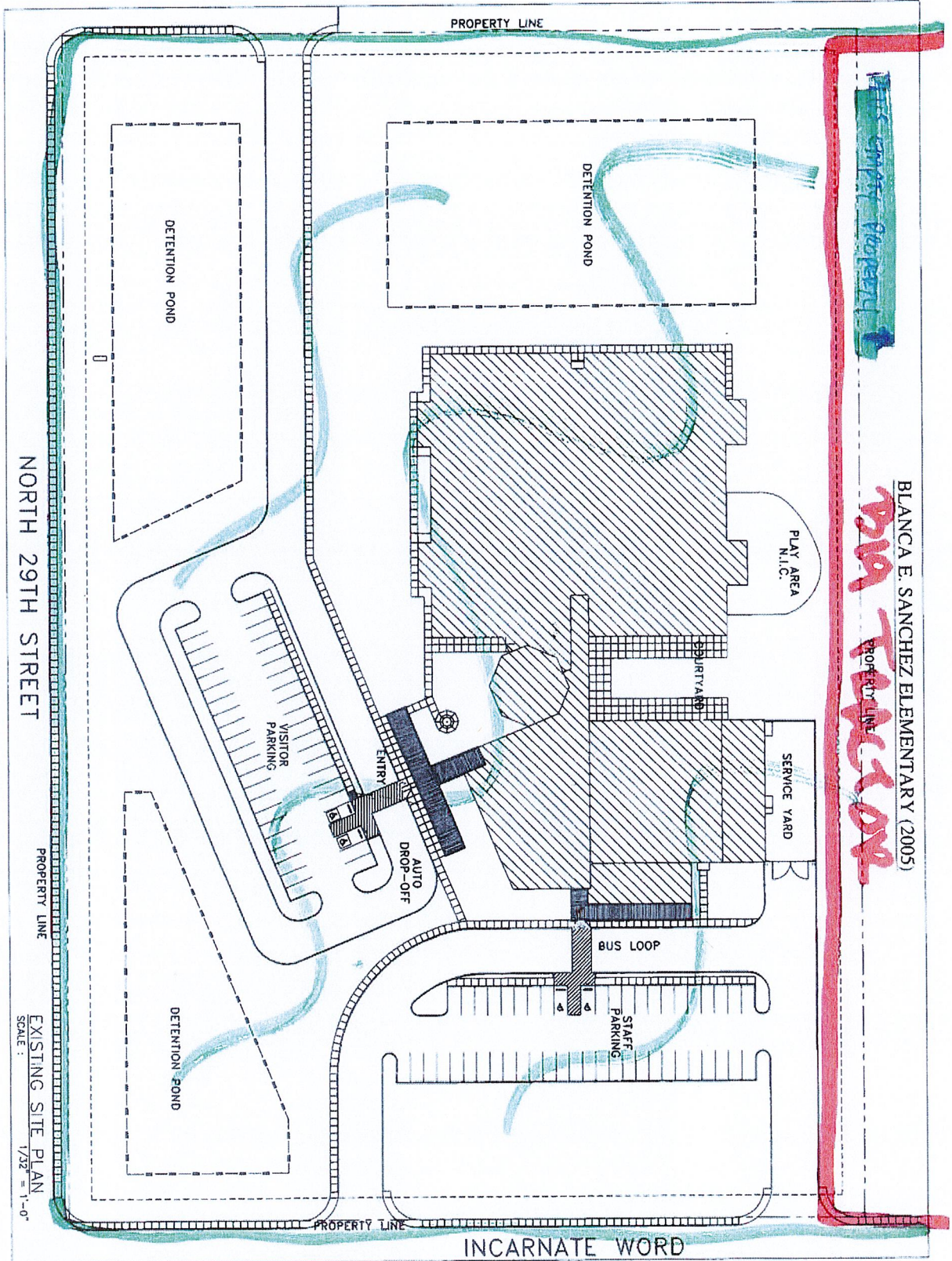
Sheet No. **A-1**

PROJECT NAME
ROOSEVELT ELEMENTARY SCHOOL
4601 S. 26TH STREET
McALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

REVISION NO.	DATE	DESCRIPTION	BY	DATE
REVISIONS				





BLANCA E. SANCHEZ ELEMENTARY (2005)

PVA
PROPERTY LINE

NORTH 29TH STREET

EXISTING SITE PLAN
SCALE: 1/32" = 1'-0"

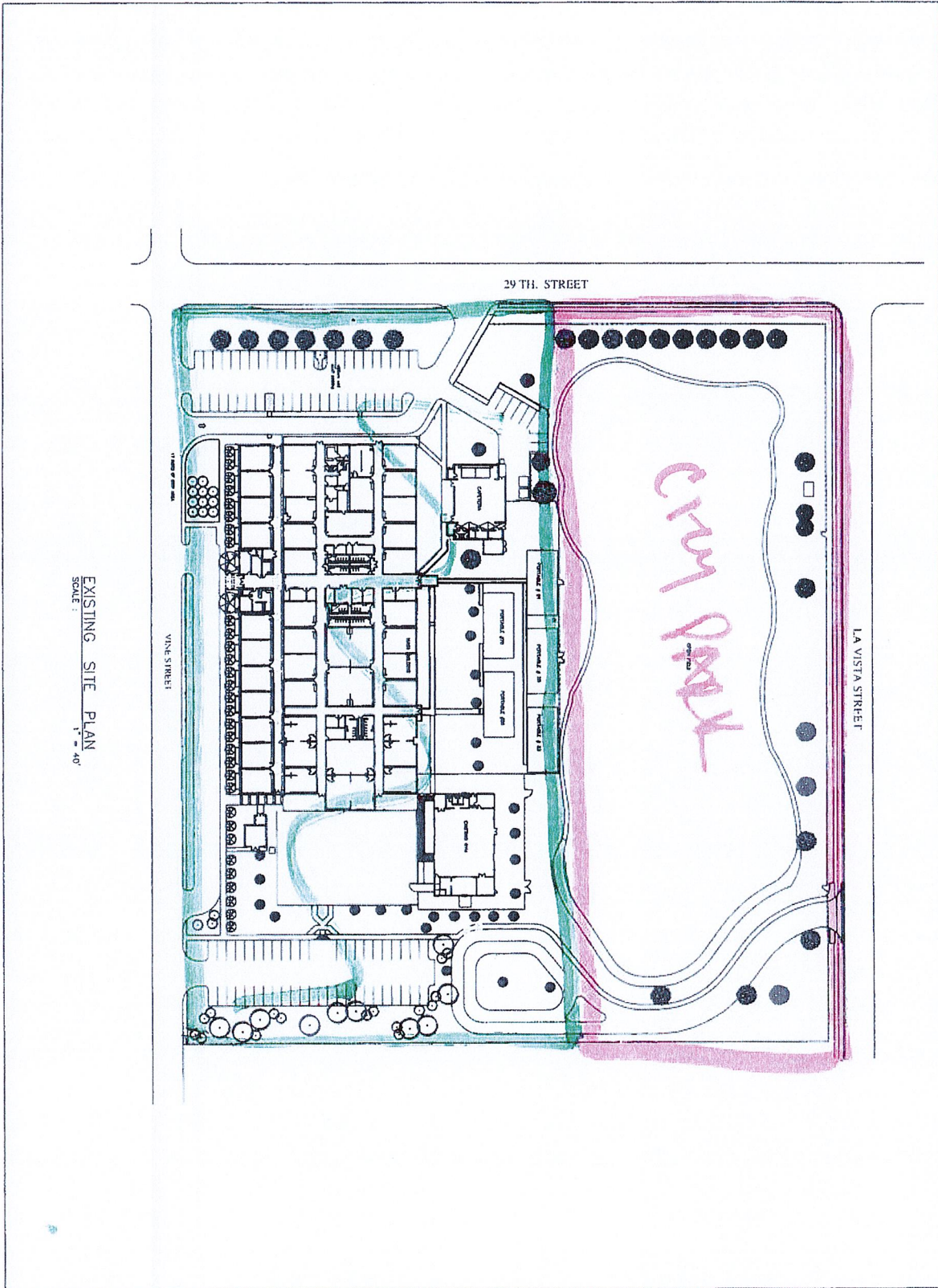
REVISED
A-2

PROJECT NAME
BLANCA E. SANCHEZ ELEM.
2901 INCARNATE WORD STREET
MCALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY	DATE	SCALE	DATE SHOWN	DATE APPROVED

REVISIONS



EXISTING SITE PLAN
SCALE: 1" = 40'

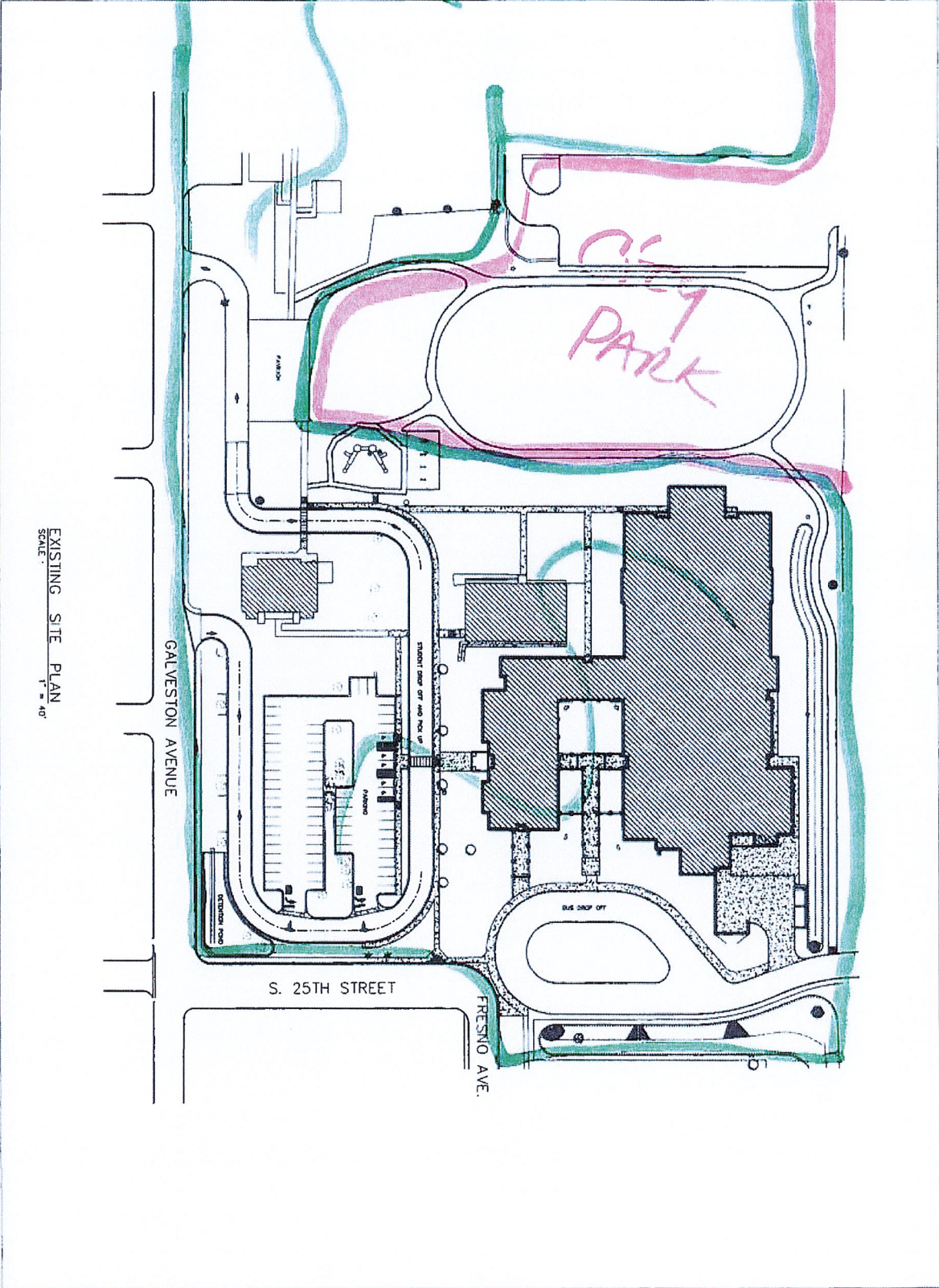
PROJECT NAME
JUAN SEGUIN ELEMENTARY SCHOOL
2200 N. 29 TH.
McALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY	DESIGNED ON	SCALE	DATE DRAFTS
		1" = 40'	
R E V I S I O N S			



FIG ALSO



EXISTING SITE PLAN
SCALE: 1" = 40'

GALVESTON AVENUE

S. 25TH STREET

FRESNO AVE.

STREET NO. A-1

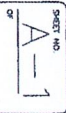
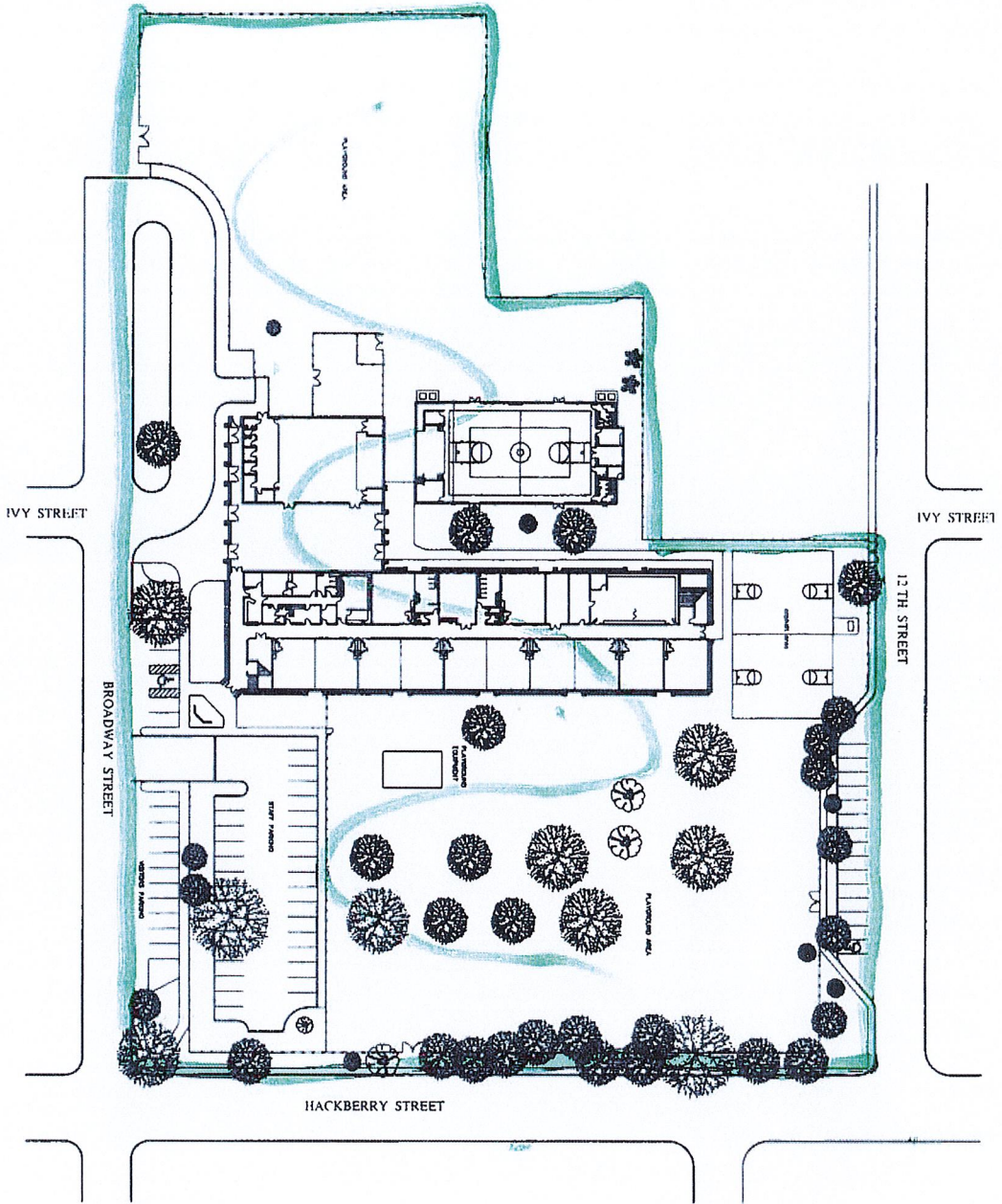
PROJECT NAME
THIPGEN-ZAVALA ELEM. SCHOOL
2500 GALVESTON
McALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY	DRAWN BY	SCALE - see sheet	DATE DRAWN
DATE	REVISIONS		

NORTH

EXISTING SITE PLAN
SCALE: 1" = 30'



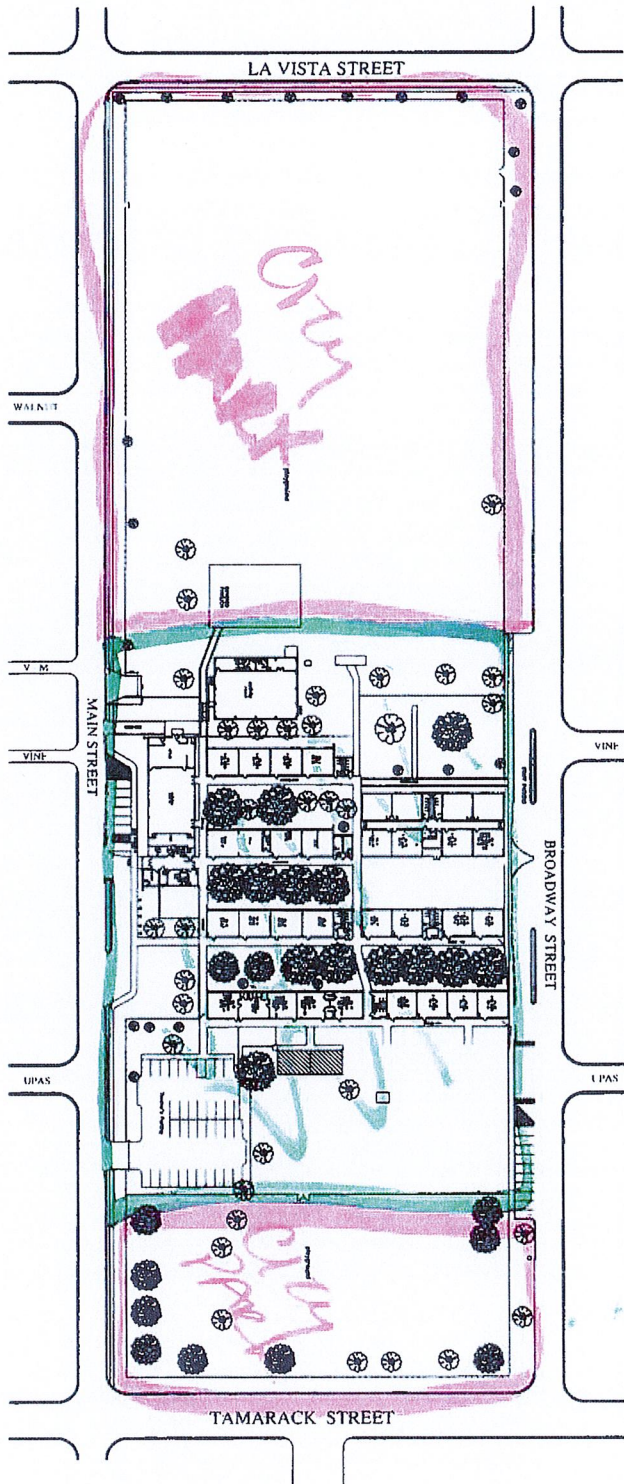
PROJECT NAME:
W. WILSON ELEMENTARY
 1200 N. HACKBERRY
 McALLEN, TEXAS
 DRAWING NAME:
EXISTING SITE PLAN

McALLEN
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

DATE	REVISIONS



CROCKETT ELEMENTARY SCHOOL (1950, 2001)



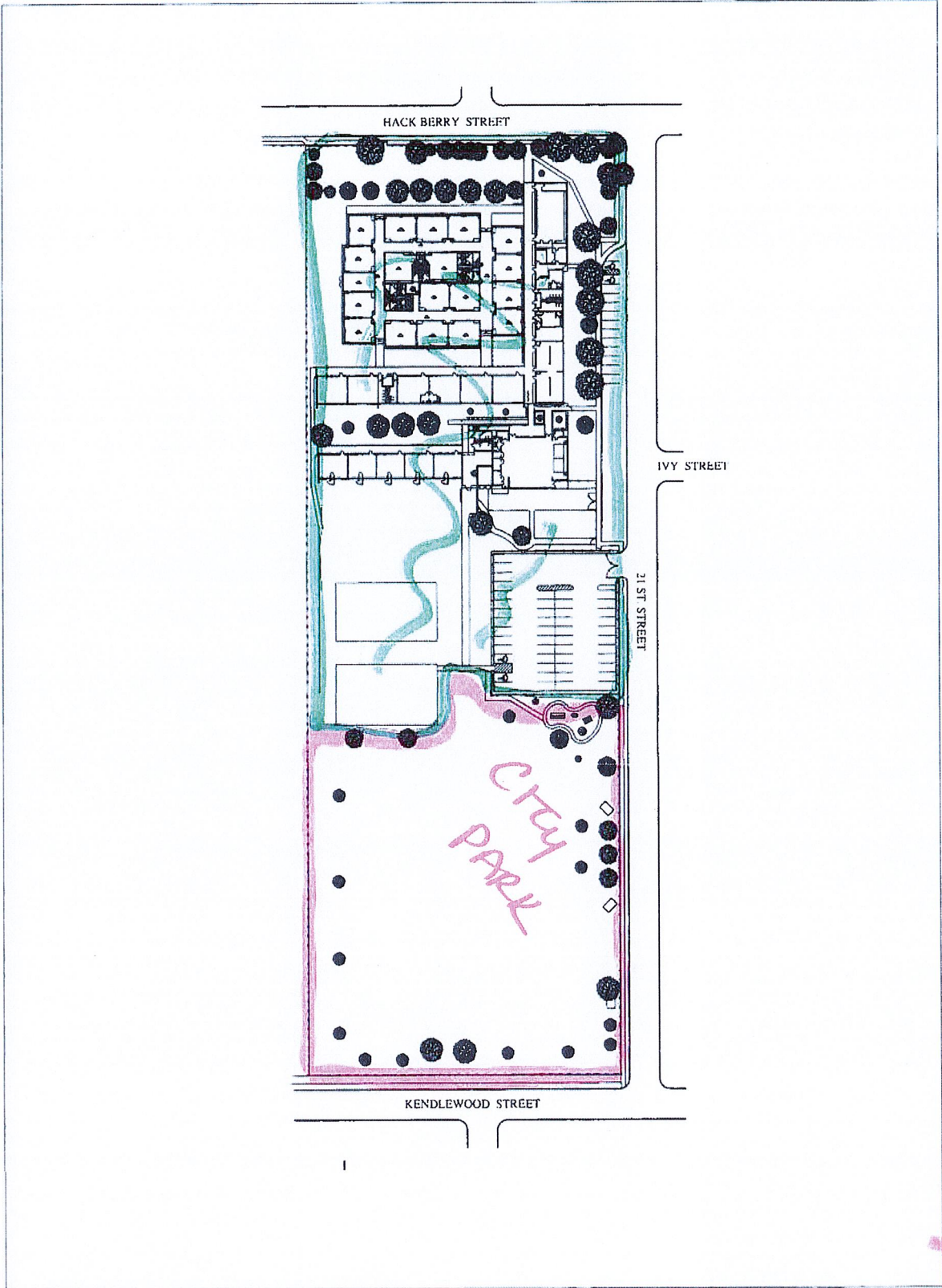
EXISTING SITE PLAN
SCALE: 1" = 60'

DATE: 11-1-11

PROJECT NAME
CROCKETT ELEMENTARY SCHOOL
2112 N. MAIN STREET
McALLEN, TEXAS
DRAWING NAME:
PROPOSED FLOOR AND SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

REVISION	DATE	BY	REVISIONS

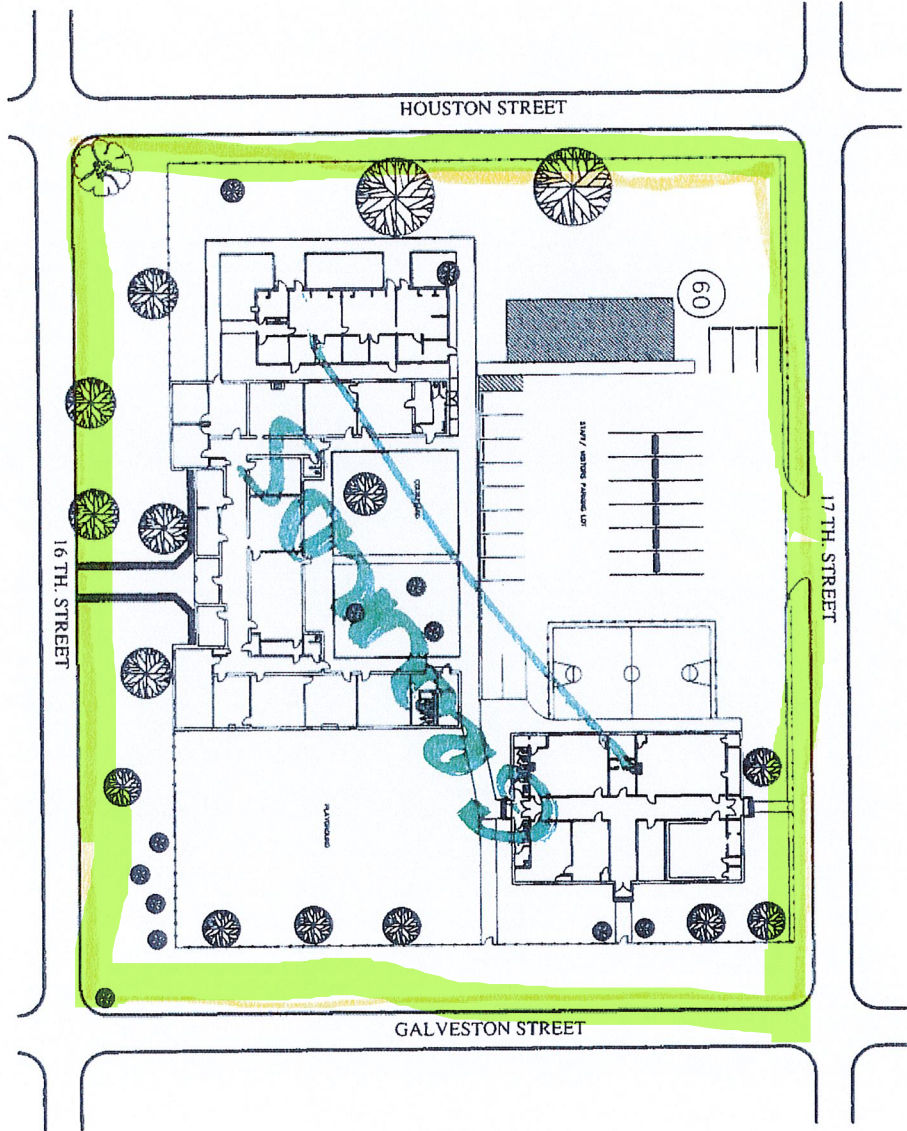


PROJECT NAME
 NAVARRO ELEMENTARY SCHOOL
 2100 HACKBERRY STREET
 McALLEN, TEXAS
 DRAWING NAME:
 EXISTING SITE PLAN

McALLEN
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

DESIGN BY:	DRAWN BY:	SCALE: as shown	SHEET NUMBER:
REVISIONS			
DATE:			





EXISTING SITE PLAN
SCALE 1" = 20'

PROJECT NAME:
INSTRUCTION AND GUIDANCE
1619 GALVESTON
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

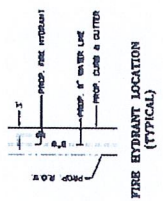
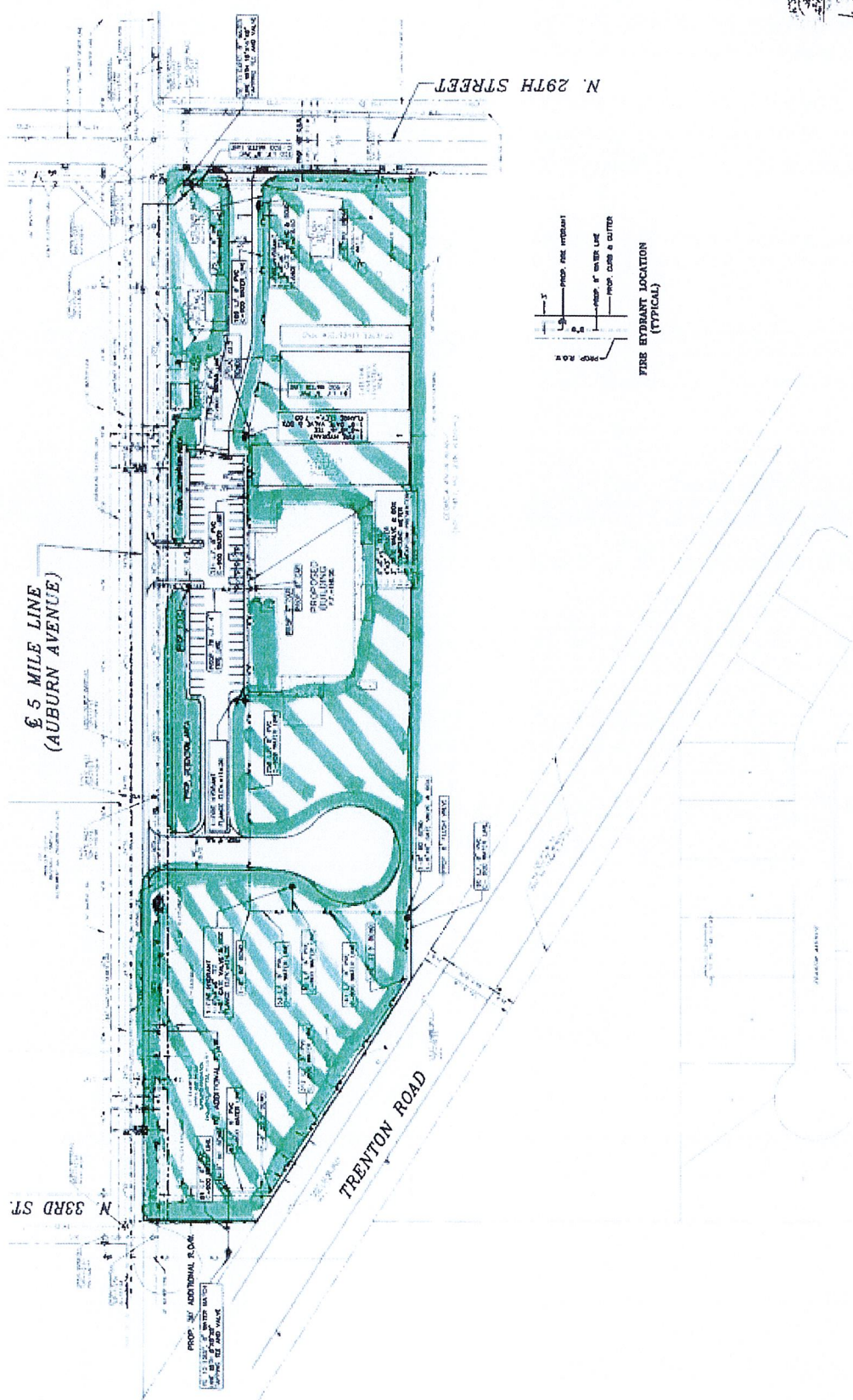


DESIGN BY:	DESIGNED BY: Harold E.	SCALE TO SHOW:	DATE OTHER:
DATE:	REVISIONS		

364

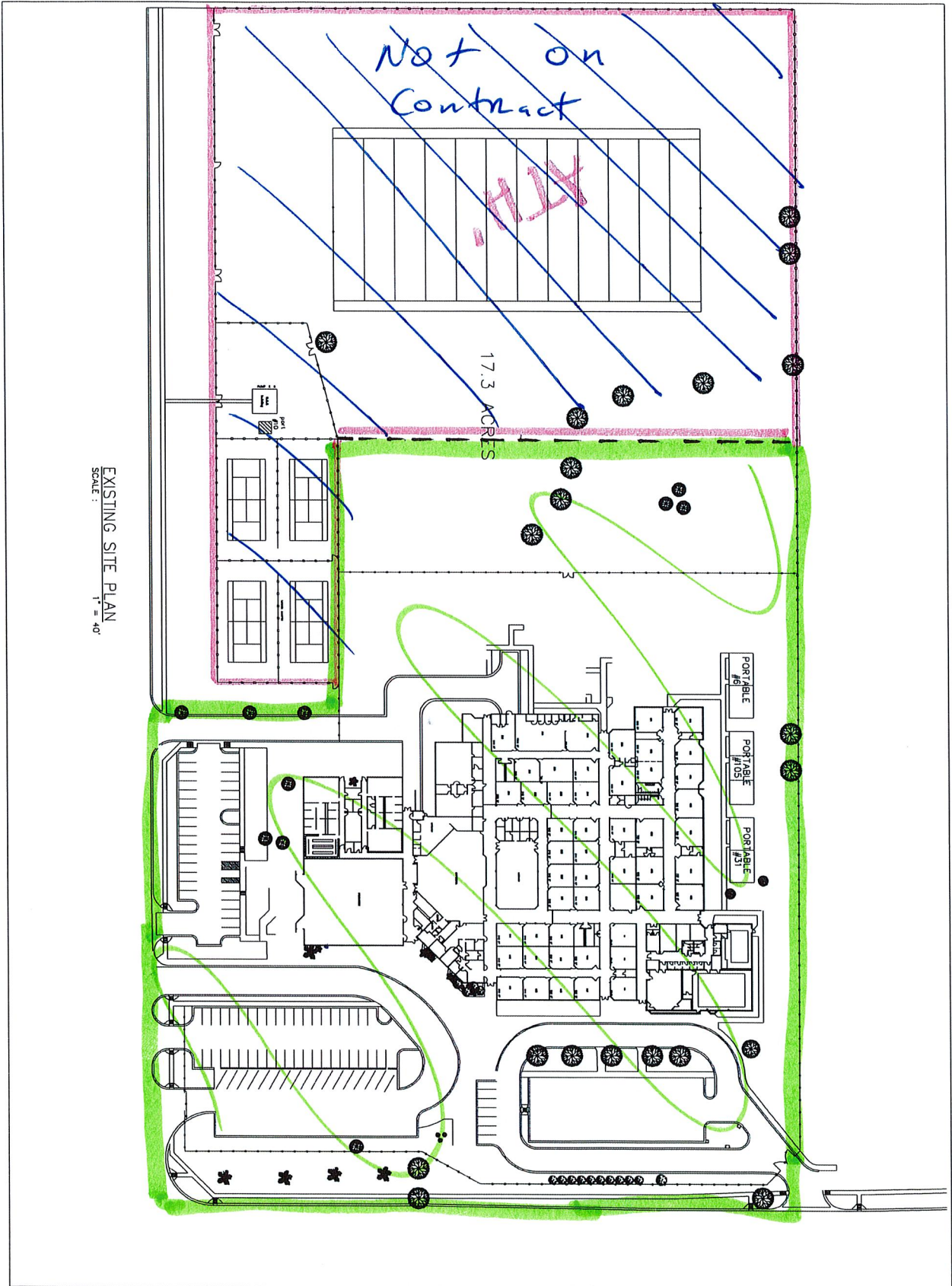


WATER DISTRIBUTION LAYOUT



FIRE HYDRANT LOCATION (TYPICAL)

BROWN M.S.



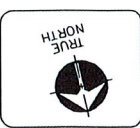
EXISTING SITE PLAN
SCALE: 1" = 40'

SHEET NO.
A-1

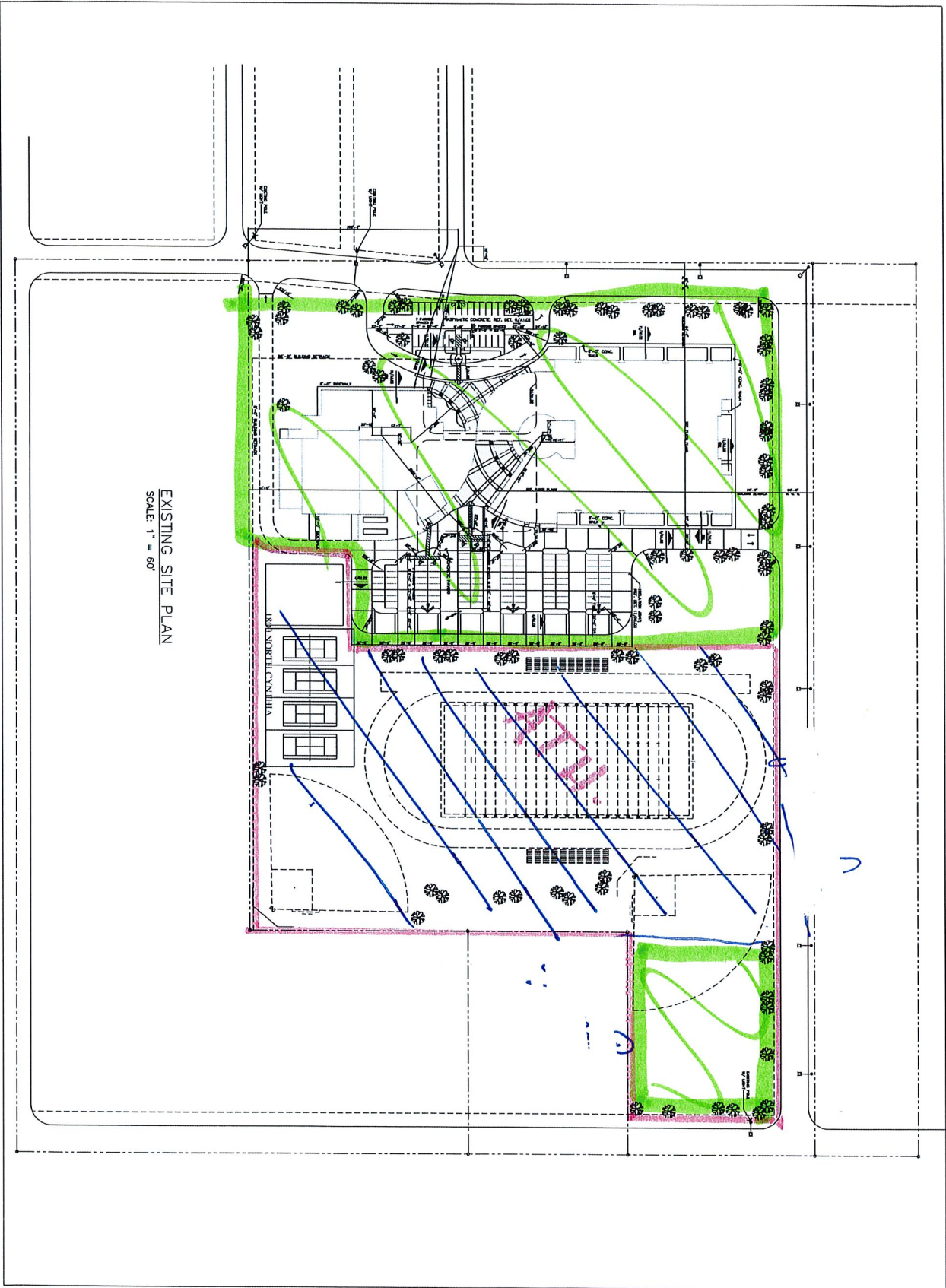
PROJECT NAME
BROWN MIDDLE SCHOOL
2700 S WARE ROAD,
McALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN 366
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE: as shown	DATE DRAWN:
REVISIONS			
DATE	DESCRIPTION	BY	APPROVED



CATHEY



EXISTING SITE PLAN
SCALE: 1" = 60'

SHEET NO.
A-1

PROJECT NAME
 CATHEY MIDDLE SCHOOL
 1800 N. WARE ROAD.
 McALLEN, TEXAS
 DRAWING NAME
 EXISTING SITE PLAN

McALLEN
 367
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE: as shown	DATE DRAWN:
REVISIONS			
DATE			



DE LEON MIDDLE SCHOOL (1991, 2001)



NORTH 29TH (SOUTH ROAD)

TULIP AVE (THREE MILE LINE - FM 1924)

SHEET NO.
PR-1

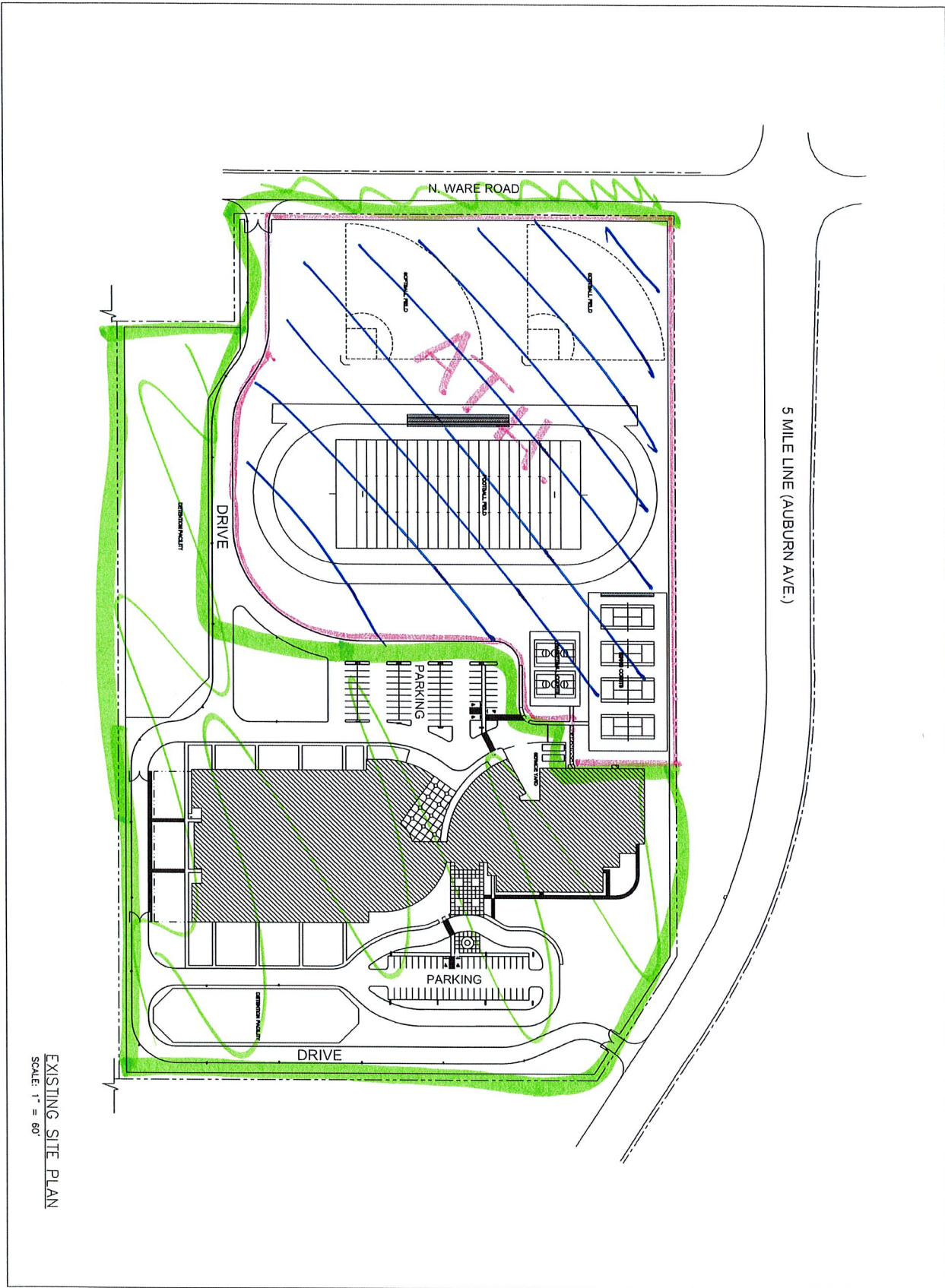
PROJECT NAME
ALONZO DE LEON MIDDLE SCHOOL
2604 GALVESTON
McALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN 368
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE: as shown	DATE DRAWN:
REVISIONS			



FOSSUM M.S.



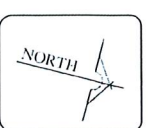
EXISTING SITE PLAN
SCALE: 1" = 80'

DATE PLOTTED: 11/1/11
A-1

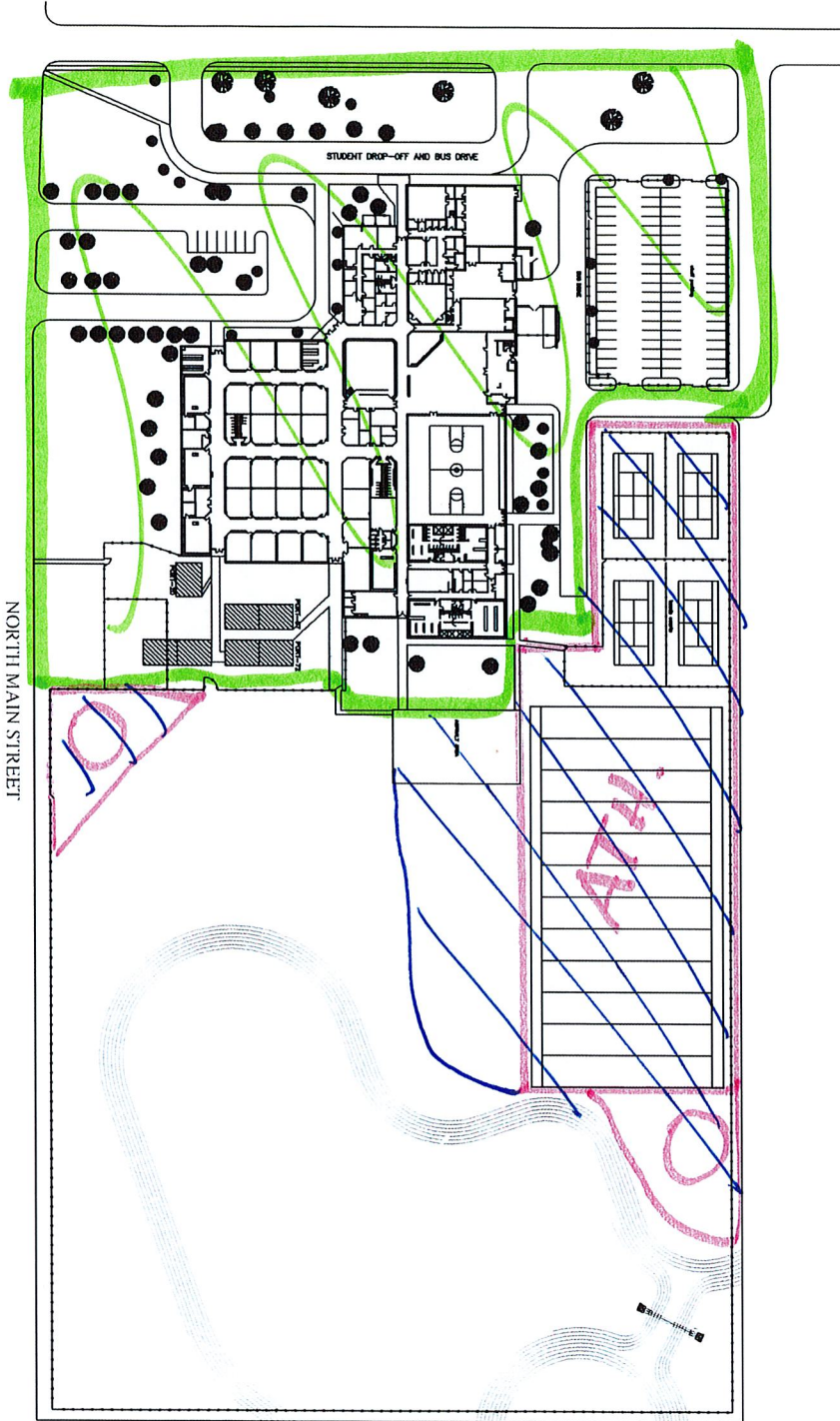
PROJECT NAME
FOSSUM MIDDLE SCHOOL
7800 N. WARE ROAD,
McALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN 369
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

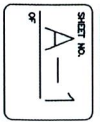
DESIGN #	DRAWING #	SCALE	DATE DRAWN
		as shown	
REVISIONS			
NO.	DESCRIPTION	DATE	BY



MORRIS M.S.



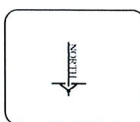
EXISTING SITE PLAN
SCALE: 1" = 50'



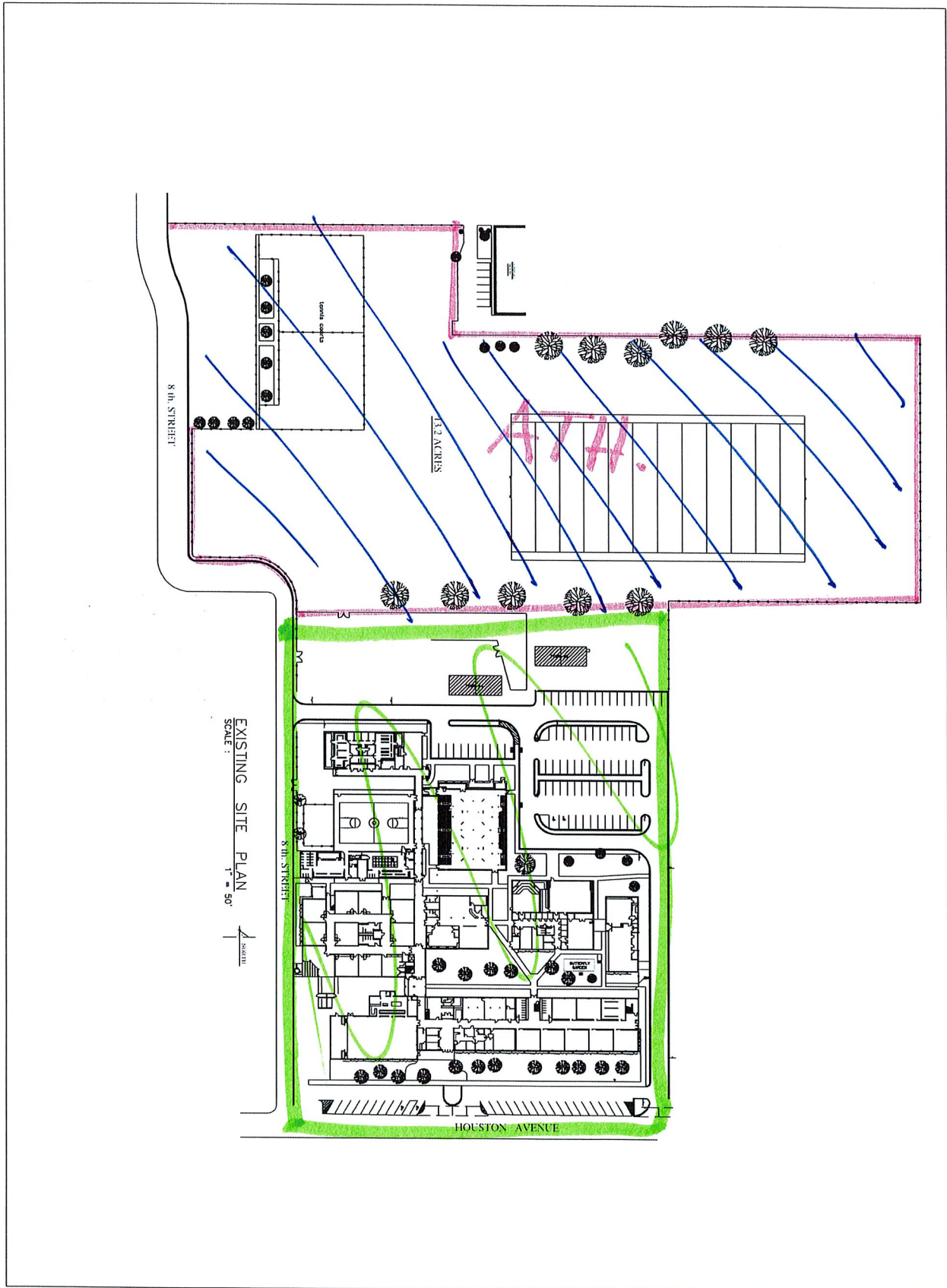
PROJECT NAME
MORRIS MIDDLE SCHOOL
1400 TRENTON ROAD
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN



DESIGN BY:	DRAWN BY:	SCALE: as shown	DATE PLOTTED:
REVISIONS			
DATE:	370		



TRAVIS

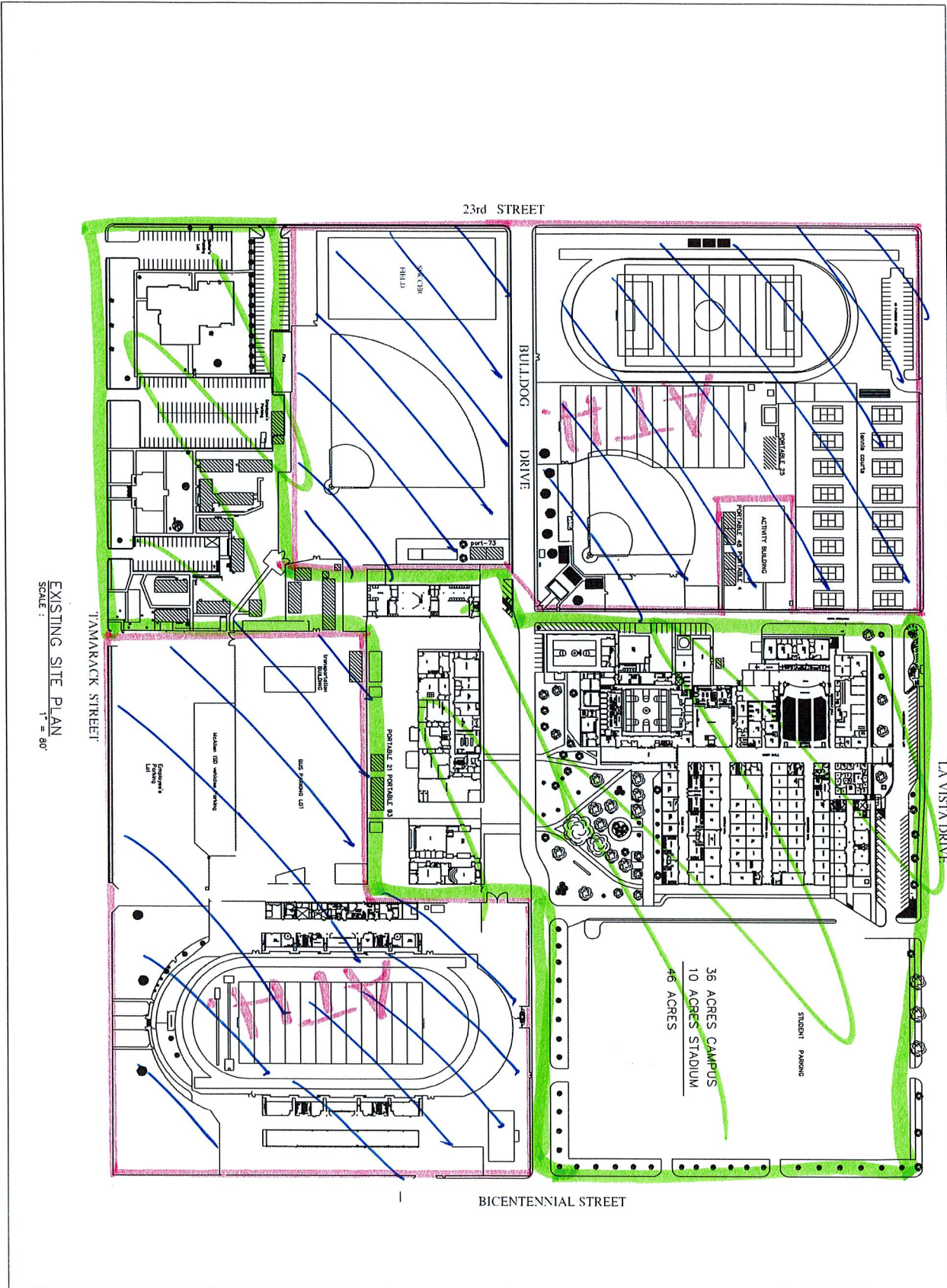


EXISTING SITE PLAN
SCALE: 1" = 50'

SHEET NO. A-1
PROJECT NAME: TRAVIS MIDDLE SCHOOL
600 HOUSTON
McALLEN, TEXAS
DRAWING NAME: EXISTING SITE PLAN

McALLEN 371
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWN BY:	SCALE (as shown)	DATE DRAWN:
REVISIONS			
NO.	DATE	BY	DESCRIPTION



McALI

EXISTING SITE PLAN
SCALE: 1" = 80'

SHEET NO.
A-1

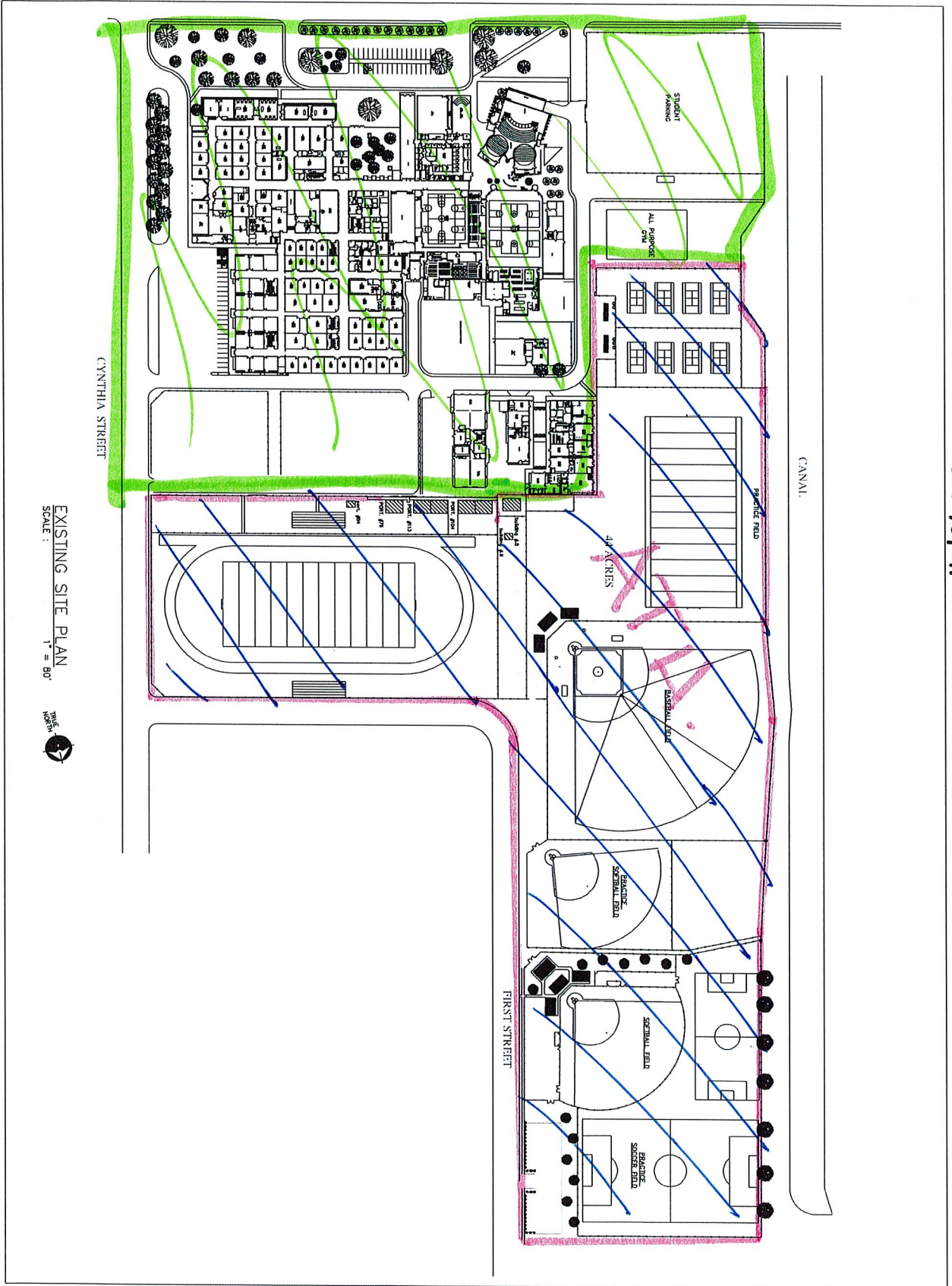
PROJECT NAME
MCALLEN HIGH SCHOOL
2021 LA VISTA STREET
MCALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

McALLEN 372
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE (as shown)	DATE DRAWN
REVISIONS			



MEMORIAL



EXISTING SITE PLAN
SCALE: 1" = 30'



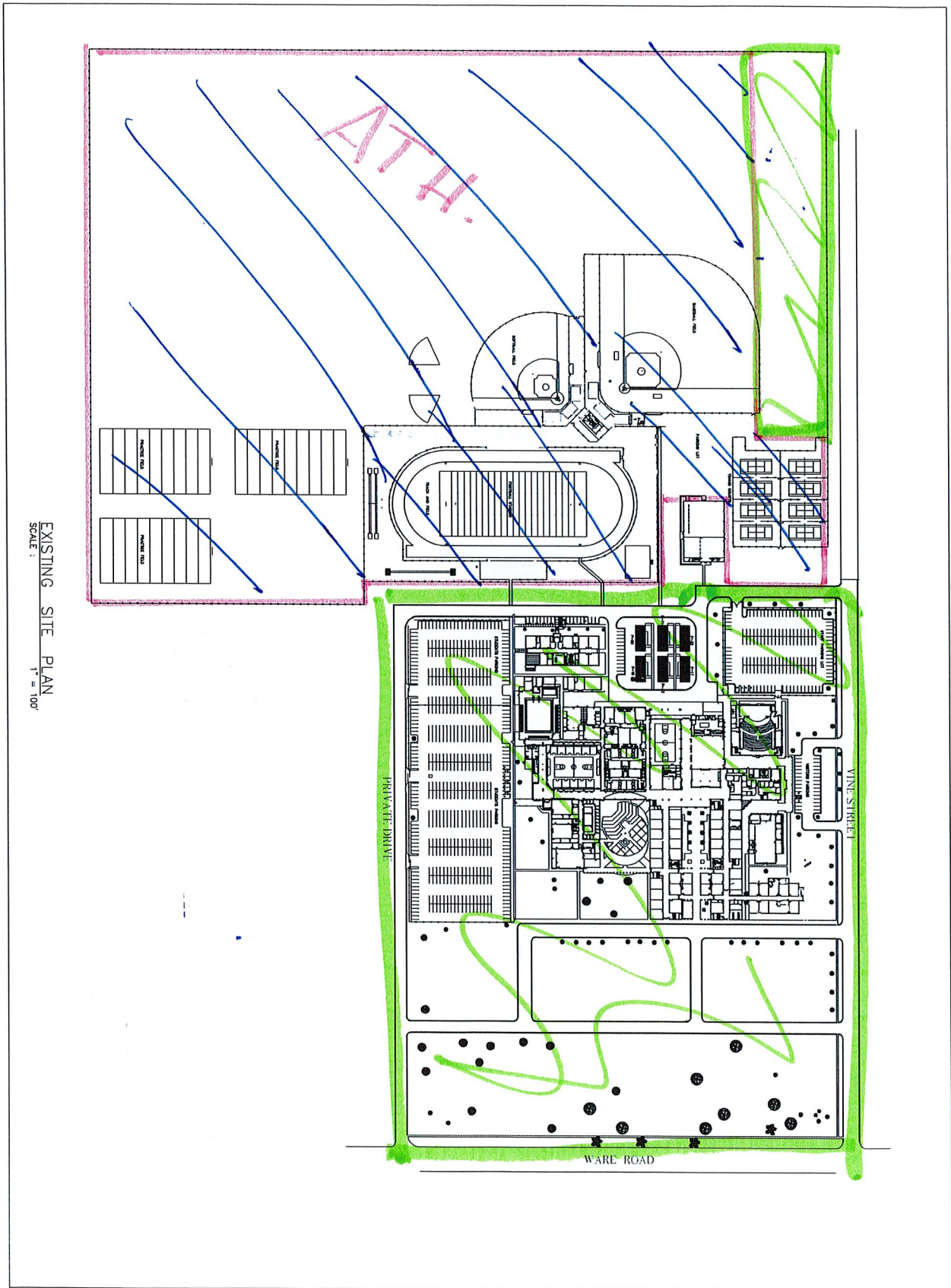
SHEET NO.
A-1

PROJECT NAME
MEMORIAL HIGH SCHOOL
101 EAST HACKBERRY
McALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN 373
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE (as shown)	DATE DRAWN:
REVISIONS			

ROWE



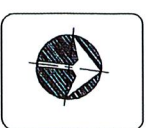
EXISTING SITE PLAN
SCALE: 1" = 100'

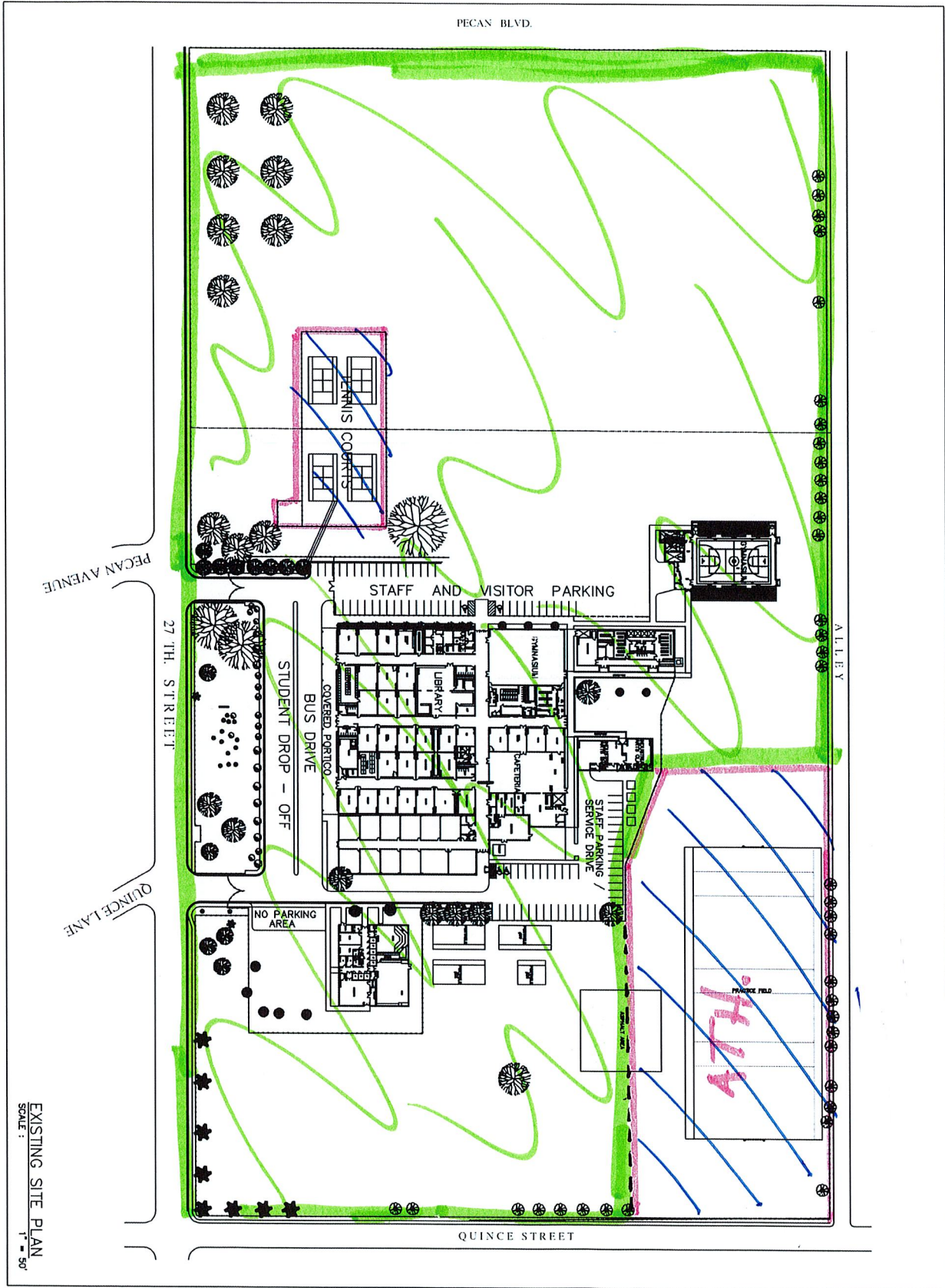
SHEET NO. 1

PROJECT NAME
NIKKI ROWE HIGH SCHOOL
2101 N. WARE RD.
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

McALLEN 374
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE: as shown	DATE DRAWN:
REVISIONS			
NO.	DATE	DESCRIPTION	BY





Achieve Early College

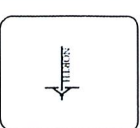
EXISTING SITE PLAN
SCALE: 1" = 50'

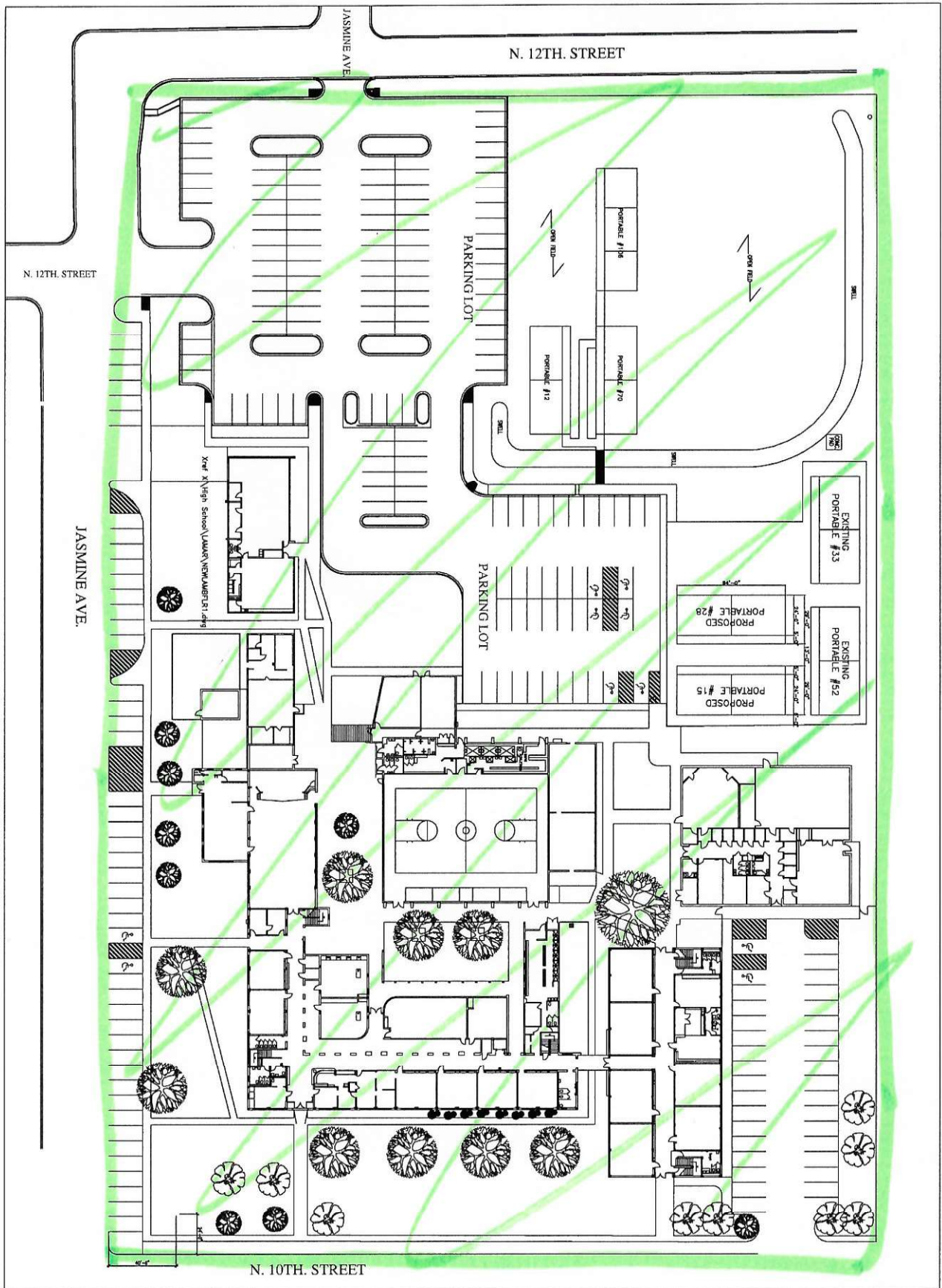
SHEET NO.
A-1

PROJECT NAME:
LINCOLN MIDDLE SCHOOL
1601 NORTH 27 TH. ROAD
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT 1375
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWN BY:	SCALE: as shown	DATE DRAWN:
REVISIONS			
DATE:			





SHEET NO. **A-1**

PROJECT NAME
LAMAR ACADEMY
 1009 N. 10TH STREET
 McALLEN, TEXAS
 DRAWING NAME:
EXISTING SITE PLAN

McALLEN
 376
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

DATE	REVISIONS



**Exhibit "B" – Vendor's Services, Products and Fees Pursuant to
Request for Proposal No. 2025-1012**



2025-1012 Addendum 1
BrightView Landscapes, LLC
BrightView Landscape Services, Inc
Supplier Response

Event Information

Number: 2025-1012 Addendum 1
Title: Grounds Maintenance Services for Various Locations
Type: Request for Proposal
Issue Date: 8/7/2024
Deadline: 8/23/2024 03:00 PM (CT)
Notes: McAllen Independent School District (the “District”) invites your submittal on the above referenced project.

Interested respondents may obtain details through IonWave. The District prefers and encourages respondents to submit their proposals electronically, through IonWave.

Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals will not be accepted.

Any questions regarding this solicitation must be submitted through the “Questions” option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

COMMUNICATION WITH DISTRICT PERSONNEL
Proposer submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes³⁷⁹, but is not limited to, unsolicited

literature, email, faxes, or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on the Questions tab.

Contact Information

Contact: Graciela Garza
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 657-4487
Fax: (956) 657-4481
Email: ggarza@mcallenisd.net

BrightView Landscapes, LLC Information

Contact: Holly Martinez
Address: 980 Jolly Rd
Blue Bell, PA 19422
Phone: (719) 237-9733
Email: holly.martinez@brightview.com
Web Address: www.brightview.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Holly Martinez
Signature

holly.martinez@brightview.com
Email

Submitted at 8/21/2024 09:52:18 AM (CT)

Requested Attachments

Completed W9 Form

Please upload your completed W9 form.

BrightView.2024 W9.pdf

Proof of Insurance (Acord Certificate of Insurance Form)

Please upload your certificate of insurance in Acord form.

BrightView Landscapes LLC -
Evidence of Coverage.pdf

Completed Conflict of Interest Questionnaire.

Please upload your completed CIQ. Note: If no conflict, please indicate "N/A" on the form.

Signed.BrightView. CIQ FORM
FILLABLE R1.1.2021 (002).pdf

Assumed Name Certificate/Fictitious Name

No response

Documentation/Disregarded Entity Documentation

Upload your Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation (if applicable).

Completed Form 1295 Form or Exemption Statement

Please upload your completed 1295 Form. Form must be completed online:
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm If not applicable to your company, please attach a statement indicating the reason.

Form 1295 Certificate 101226174
(1).BrightView.pdf

HUB Certificate

Upload your HUB Certificate, if applicable.

No response

Reference Forms

Upload reference forms.

BrightViewReferencesForms.pdf

Equipment Inventory List

If you have more than 5 items on your Equipment List upload Here.

South Texas Asset Listing .pdf

Staff Experience

RFP2025-
1012GroundsMaintenanceMcAllen
ISD.BrightViewProposal.pdf

Bid Attributes

1	General Terms and Conditions Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions. **This is your electronic signature. <input checked="" type="checkbox"/> I have read, understand and accept.
2	Specifications and Scope of Work Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work. **This is your electronic signature. <input checked="" type="checkbox"/> I hereby acknowledge.
3	Deviations and Exceptions If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, enter N/A (Not Applicable). <input type="text" value="N/A"/>
4	Form 1295 - Certificate of Interested Parties The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online. Access form at: <ul style="list-style-type: none">• http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm• Complete the form• Enter solicitation number and name• Print and sign form• Attach form on "Response Attachments" tab If exempt, attach documentation. <input checked="" type="checkbox"/> I have read and understand.
5	Delinquent Taxpayers In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with any proposer indebted to the District. **This is your electronic signature. <input type="text" value="I am NOT a delinquent taxpayer to McAllen ISD"/>
6	Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form. <input type="text" value="BrightView Landscape Services, Inc."/>

7 Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Select where applicable:

- A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.
- B. My company is not owned nor operated by anyone who has been convicted of a felony.
- C. My company is owned and operated by an individual who has/have been convicted of a felony.

**This is your electronic signature.

A. My company is a publicly held corporation.

8 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable).

9 Criminal History Record Information Review of Certain Contract Employees

Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

A. None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

B. Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

**This is your electronic signature.

A. None - I hereby agree and certify.

1 Confidential/Copyrighted Information

Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term "CONFIDENTIAL" on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

**This is your electronic signature.

I have read and agree.

1 1	Declaration of Business Location - Texas Education Code 44.031(b)(8) Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner: A. Has its principal place of business in the State of Texas; OR B. Employs at least 500 persons in the State of Texas C. Principal place of business is not in the State of Texas. **This is your electronic signature. <input type="checkbox"/> B. Principal place employs 500+ in Texas
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1 2	Declaration of Business Location - Texas Education Code 44.031(b)(8) Specify principal place of business (City/State). If not applicable, please enter N/A (not applicable). ***This is your electronic signature. <input type="text" value="Corporate Headquarters is in Blue Bell, PA"/>
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1 3	Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13) If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. **This is your electronic signature. <input checked="" type="checkbox"/> I have read and hereby certify.
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1 4	Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19) If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. **This is your electronic signature. <input checked="" type="checkbox"/> I have read and hereby certify.
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1
5 **Entities That Boycott Israel**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**This is your electronic signature.

I agree and hereby certify.

1
6 **TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.**

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**This is your electronic signature.

I have read and hereby certify.

1
7 **TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES**

Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017.

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

**This is your electronic signature.

I have read and hereby certify.

1
8 **Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises, & Labor Surplus Area Firms**

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

I am an Active certified HUB vendor (attach HUB certificate)
 Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
 I am neither

**This is your electronic signature.

1 9	Non-Collusion Statement Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity. **This is your electronic signature. <input checked="" type="checkbox"/> I have read and hereby certify.
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2 0	Certification of Compliance with 2 CFR § 200.327 for Federally Funded Purchases Pursuant to 2 CFR § 200.327, all federally-funded contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions. **This is your electronic signature. <input checked="" type="checkbox"/> I have read and hereby certify.
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2 1	Contracts in Excess of \$250,000 Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **This is your electronic signature. <input checked="" type="checkbox"/> I have read and hereby certify.
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2 2	Contracts in Excess of \$10,000 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement. Pursuant to Federal Rule above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT'S best interest. **This is your electronic signature. <input checked="" type="checkbox"/> I have read and hereby certify.
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Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**This is your electronic signature.

I have read and hereby certify.

2
4

Equal Employment Statement

It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**This is your electronic signature.

I have read and hereby certify.

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Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**This is you electronic signature.

I have read and hereby certify.

26 Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**This is your electronic signature.

I have read and hereby certify.

27 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**This is your electronic signature.

I have read and hereby certify.

28 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**This is your electronic signature.

I have read and hereby certify.

29 Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous.

**This is your electronic signature.

I have read and hereby certify.

30 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or submit an offer for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

Pursuant to Federal Rule above, when federal funds are expended by District, Vendor certifies that during the term and after the awarded term of an award for all contracts by District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**This is your electronic signature.

I have read and hereby certify.

31 2 C.F.R. § 200.324 Contract Cost and Price

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

**This is your electronic signature.

I have read and hereby certify.

3 2 2 C.F.R. § 200.323 Procurement of Recovered Materials

An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**This is your electronic signature.

I have read and hereby certify.

3 3 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216 or any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**This is your electronic signature.

I have read and hereby certify.

3 4 Buy American Act

DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy American Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2).

**This is your electronic signature.

I have read and hereby certify.

**3
5** **Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program funds**

District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

**This is your electronic signature.

I have read and hereby certify.

**3
6** **2 C.F.R § 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprise, and Labor Surplus Area Firms**

CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**This is your electronic signature.

I have read and hereby certify.

**3
7** **2 C.F.R § 200.334 Records Retention Requirements**

When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**This is your electronic signature.

I have read and hereby certify.

**3
8** **2 C.F.R. §200.337 Access to Records**

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

**This is your electronic signature.

I have read and hereby certify.

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Copyright

All contracts paid from state or federal grants administered by the Texas Education Agency (“TEA”) must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

**This is your electronic signature.

I have read and hereby certify.

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Certification of Compliance with the Energy Policy and Conservation Act

When District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

**This is your electronic signature.

I have read and hereby certify.

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Professional Services Contracts Paid with Federal Funds

For all professional services contracts paid with federal funds, the contract contains the following provisions:

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

**This is your electronic signature.

I have read and hereby certify.

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Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

**This is your electronic signature.

I have read and hereby certify.

4
3 **Certification of Compliance with Other Federal Provisions**

Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
10. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
11. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
12. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
13. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**This is your electronic signature.

I have read and hereby certify.

4 4	Federally Funded Purchases Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases. **This is your electronic signature. <input checked="" type="checkbox"/> I have read and hereby certify.
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4 5	Addendum Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable. **This is your electronic signature. <input checked="" type="checkbox"/> I have read and hereby acknowledge.
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4 6	Qualifications Competence and Qualifications Indicate the basis of demonstrated competence and qualifications to perform the services. <div style="border: 1px solid black; padding: 5px;">BrightView has maintained several school districts in the state of TX as well as other states around the US. We are a full service landscape company that can provide all of your landscape needs. We have elaborated further in our attachment titled BrightView Proposal.</div>
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4 7	Qualifications Experience Specify the length of time the company has been in practice. <div style="border: 1px solid black; padding: 5px;">We have been in business since 1939, formally under the name of ValleyCrest and The Brickman Group. In 2013 the two companies were merged and BrightView was created.</div>
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4 8	Areas of Expertise <input checked="" type="checkbox"/> Turf management (Mow, Edge, Trim, Blow) <input checked="" type="checkbox"/> Shrub and Bed Care (shrub trimming, weed control) <input checked="" type="checkbox"/> Tree Care (ornamental tree pruning) <input checked="" type="checkbox"/> Treat weeds in concrete asphalt <input checked="" type="checkbox"/> Other (Provide description in line below)
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4 9	Other: Specify other area(s) of practice. <div style="border: 1px solid black; padding: 5px;">We can complete design, install, and all areas related to landscape.</div>
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5 0	Equipment Inventory List If you have more than 5 items on your Equipment Inventory List, upload a list to the Response Attachments tab. (Respond to Bid Attributes 51-80)
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5 1	Equipment #1 Type <div style="border: 1px solid black; padding: 5px;">Mower</div>
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5 2	Equipment # 1 Quantity <div style="border: 1px solid black; padding: 5px; width: 100px; display: inline-block;">104</div>
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53	Equipment #1 Brand, Model Number, and Manufacture Year	John Deere Exmark, Boss, Wright, Ferris, Walker, Z920M 997 Diesel, Z355R Series
54	Equipment #1 Size	36"-96"
55	Equipment #1 Fuel Type	Gas and Diesel
56	Equipment #1 Equipment Condition	Good
57	Equipment #2 Type	Trucks
58	Equipment # 2 Quantity	100
59	Equipment # 2 Brand, Model Number, and Manufacture Year	Ford, Chevrolet, Toyota
60	Equipment # 2 Size	F-150 to F-750
61	Equipment # 2 Fuel Type	Gas and Diesel
62	Equipment # 2 Equipment Condition	1999-2024
63	Equipment # 3 Type	Trailers
64	Equipment # 3 Quantity	47
65	Equipment # 3 Brand, Model Number, and Manufacture Year	Open trailers, enclosed, and flatbed
66	Equipment # 3 Size	Holds Equipment
67	Equipment # 3 Fuel Type	N/A
68	Equipment # 3 Equipment Condition	Good

69	Equipment # 4 Type	Small Tools
70	Equipment # 4 Quantity	100
71	Equipment # 4 Brand, Model Number, and Manufacture Year	Echo and others
72	Equipment # 4 Size	small to medium
73	Equipment # 4 Fuel Type	fuel and electric
74	Equipment # 4 Equipment Condition	good
75	Equipment # 5 Type	Hand Tools
76	Equipment # 5 Quantity	30
77	Equipment # 5 Brand, Model Number, and Manufacture Year	Various
78	Equipment # 5 Size	small for hand trimming of shrubs
79	Equipment # 5 Fuel Type	NA
80	Equipment # 5 Equipment Condition	Good
81	Staff Experience List the employees who will service this contract. If you have more than 5 employees, upload a list to the Response Attachments tab. (Respond to Bid Attributes 82-101)	
82	Employee #1 Name	Ben Baize
83	Employee #1 Title	Branch Manager

8 4	Employee #1 Years with company <input type="text" value="2"/>
8 5	Employee #1 Years in the industry <input type="text" value="25"/>
8 6	Employee #2 Name <input type="text" value="Mario Luevano"/>
8 7	Employee #2 Title <input type="text" value="Crew Leader"/>
8 8	Employee #2 Years with company <input type="text" value="10"/>
8 9	Employee #2 Years in the industry <input type="text" value="25"/>
9 0	Employee #3 Name <input type="text" value="Jose Limon"/>
9 1	Employee #3 Title <input type="text" value="Crew Leader"/>
9 2	Employee #3 Years with company <input type="text" value="11"/>
9 3	Employee #3 Years in the industry <input type="text" value="25"/>
9 4	Employee #4 Name <input type="text" value="Isaac Balderas"/>
9 5	Employee #4 Title <input type="text" value="Landscaper"/>
9 6	Employee #4 Years with company <input type="text" value="11"/>
9 7	Employee #4 Years in the industry <input type="text" value="15"/>
9 8	Employee #5 Name <input type="text" value="Ernesto Ortega"/>

9 9	Employee #5 Title Landscaper
1 0 0	Employee #5 Years with company 8
1 0 1	Employee #5 Years in the industry 15

Bid Lines

1	Services for Mowing, Edging, Trimming and Blowing
2	Cost for Francisca Alvarez Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$154.41"/> Total: <input type="text" value="\$3,397.02"/>
3	Cost for Dr. Carlos Castañeda Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$280.77"/> Total: <input type="text" value="\$6,176.94"/>
4	Cost for Jose De Escandon Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$203.58"/> Total: <input type="text" value="\$4,478.76"/>
5	Cost for Victor Fields Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$210.58"/> Total: <input type="text" value="\$4,632.76"/>
6	Cost for Reynaldo G. Garza Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$231.65"/> Total: <input type="text" value="\$5,096.30"/>
7	Cost for Leonelo H. Gonzalez Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$210.58"/> Total: <input type="text" value="\$4,632.76"/>
8	Cost for Lucile McKee Hendricks Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$365.02"/> Total: <input type="text" value="\$8,030.44"/>
9	Cost for Sam Houston Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$301.85"/> Total: <input type="text" value="\$6,640.70"/>
1 0	Cost for Andrew Jackson Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$210.58"/> Total: <input type="text" value="\$4,632.76"/>
1 1	Cost for Christa McAuliffe Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$217.62"/> Total: <input type="text" value="\$4,787.64"/>
1 2	Cost for Ben Milam Elementary per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$294.81"/> Total: <input type="text" value="\$6,485.82"/>

1 3	Cost for Dr. Pablo Perez Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$231.65"/>	Total: <input type="text" value="\$5,096.30"/>
1 4	Cost for Sam Rayburn Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$315.88"/>	Total: <input type="text" value="\$6,949.36"/>
1 5	Cost for Theodore Roosevelt Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$182.50"/>	Total: <input type="text" value="\$4,015.00"/>
1 6	Cost for Blanca E. Sanchez Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$645.77"/>	Total: <input type="text" value="\$14,206.94"/>
1 7	Cost for Juan Seguin Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$168.45"/>	Total: <input type="text" value="\$3,705.90"/>
1 8	Cost for Thigpen-Zavala Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$224.63"/>	Total: <input type="text" value="\$4,941.86"/>
1 9	Cost for Woodrow Wilson Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$140.38"/>	Total: <input type="text" value="\$3,088.36"/>
2 0	Cost for Crockett Building per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$133.37"/>	Total: <input type="text" value="\$2,934.14"/>
2 1	Cost for Jose Antonio Navarro Building per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$70.20"/>	Total: <input type="text" value="\$1,544.40"/>
2 2	Cost for Instructional and Guidance Center per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$70.20"/>	Total: <input type="text" value="\$1,544.40"/>
2 3	Cost for Agricultural Learning Center per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$224.63"/>	Total: <input type="text" value="\$4,941.86"/>
2 4	Cost for Dorothea Brown Middle School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$308.84"/>	Total: <input type="text" value="\$6,794.48"/>
2 5	Cost for Dr. Rodney D. Cathey Middle School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$280.77"/>	Total: <input type="text" value="\$6,176.94"/>
2 6	Cost for Alonzo De Leon Middle School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$393.08"/>	Total: <input type="text" value="\$8,647.76"/>
2 7	Cost for Michael E. Fossum Middle School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$519.44"/>	Total: <input type="text" value="\$11,427.68"/>
2 8	Cost for Homer J. Morris Middle School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$238.66"/>	Total: <input type="text" value="\$5,250.52"/>

29	Cost for William B. Travis Middle School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$182.50"/>	Total: <input type="text" value="\$4,015.00"/>
30	Cost for McAllen High School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$730.01"/>	Total: <input type="text" value="\$16,060.22"/>
31	Cost for McAllen Memorial High School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$589.64"/>	Total: <input type="text" value="\$12,972.08"/>
32	Cost for James Nikki Rowe I High School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$982.70"/>	Total: <input type="text" value="\$21,619.40"/>
33	Cost for Achieve Early College High School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$505.38"/>	Total: <input type="text" value="\$11,118.36"/>
34	Cost for Lamar Academy per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$196.54"/>	Total: <input type="text" value="\$4,323.88"/>
35	Cost for McAllen ISD/UTRGV Collegiate Academy per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$449.22"/>	Total: <input type="text" value="\$9,882.84"/>
36	Services for Shrub Trimming and Bed Weed Control.			
37	Cost for Francisca Alvarez Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$20.59"/>	Total: <input type="text" value="\$452.98"/>
38	Cost for Dr. Carlos Castañeda Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$37.44"/>	Total: <input type="text" value="\$823.68"/>
39	Cost for Jose De Escandon Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$27.14"/>	Total: <input type="text" value="\$597.08"/>
40	Cost for Victor Fields Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$28.08"/>	Total: <input type="text" value="\$617.76"/>
41	Cost for Reynaldo G. Garza Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$30.89"/>	Total: <input type="text" value="\$679.58"/>
42	Cost for Leonelo H. Gonzalez Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$28.08"/>	Total: <input type="text" value="\$617.76"/>
43	Cost for Lucile McKee Hendricks Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$48.67"/>	Total: <input type="text" value="\$1,070.74"/>
44	Cost for Sam Houston Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$40.25"/>	Total: <input type="text" value="\$885.50"/>

45	Cost for Andrew Jackson Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$28.08"/>	Total: <input type="text" value="\$617.76"/>
46	Cost for Christa McAuliffe Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$29.02"/>	Total: <input type="text" value="\$638.44"/>
47	Cost for Ben Milam Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$39.31"/>	Total: <input type="text" value="\$864.82"/>
48	Cost for Dr. Pablo Perez Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$30.89"/>	Total: <input type="text" value="\$679.58"/>
49	Cost for Sam Rayburn Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$42.12"/>	Total: <input type="text" value="\$926.64"/>
50	Cost for Theodore Roosevelt Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$24.33"/>	Total: <input type="text" value="\$535.26"/>
51	Cost for Blanca E. Sanchez Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$86.10"/>	Total: <input type="text" value="\$1,894.20"/>
52	Cost for Juan Seguin Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$22.46"/>	Total: <input type="text" value="\$494.12"/>
53	Cost for Thigpen-Zavala Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$29.95"/>	Total: <input type="text" value="\$658.90"/>
54	Cost for Woodrow Wilson Elementary per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$18.72"/>	Total: <input type="text" value="\$411.84"/>
55	Cost for Crockett Building per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$17.78"/>	Total: <input type="text" value="\$391.16"/>
56	Cost for Jose Antonio Navarro Building per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$9.36"/>	Total: <input type="text" value="\$205.92"/>
57	Cost for Instructional and Guidance Center per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$9.36"/>	Total: <input type="text" value="\$205.92"/>
58	Cost for Agricultural Learning Center per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$29.95"/>	Total: <input type="text" value="\$658.90"/>
59	Cost for Dorothea Brown Middle School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$41.18"/>	Total: <input type="text" value="\$905.96"/>
60	Cost for Dr. Rodney D. Cathey Middle School per visit (22 visits)	Quantity: <u>22</u> UOM: <u>EA</u>	Price: <input type="text" value="\$37.44"/>	Total: <input type="text" value="\$823.68"/>

6 1	Cost for Alonzo De Leon Middle School per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$52.41"/> Total: <input type="text" value="\$1,153.02"/>
6 2	Cost for Michael E. Fossum Middle School per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$69.26"/> Total: <input type="text" value="\$1,523.72"/>
6 3	Cost for Homer J. Morris Middle School per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$31.82"/> Total: <input type="text" value="\$700.04"/>
6 4	Cost for William B. Travis Middle School per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$24.33"/> Total: <input type="text" value="\$535.26"/>
6 5	Cost for McAllen High School per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$97.33"/> Total: <input type="text" value="\$2,141.26"/>
6 6	Cost for McAllen Memorial High School per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$78.62"/> Total: <input type="text" value="\$1,729.64"/>
6 7	Cost for James Nikki Rowe I High School per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$131.03"/> Total: <input type="text" value="\$2,882.66"/>
6 8	Cost for Achieve Early College High School per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$67.38"/> Total: <input type="text" value="\$1,482.36"/>
6 9	Cost for Lamar Academy per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$26.20"/> Total: <input type="text" value="\$576.40"/>
7 0	Cost for McAllen ISD/UTRGV Collegiate Academy per visit (22 visits) Quantity: <u>22</u> UOM: <u>EA</u> Price: <input type="text" value="\$59.90"/> Total: <input type="text" value="\$1,317.80"/>
7 1	Services for Ornamental tree pruning
7 2	Tree Care Cost for Francisca Alvarez Elementary per visit (1 visit) Quantity: <u>1</u> UOM: <u>EA</u> Price: <input type="text" value="\$452.95"/> Total: <input type="text" value="\$452.95"/>
7 3	Tree Care Cost for Dr. Carlos Castañeda Elementary per visit (1 visit) Quantity: <u>1</u> UOM: <u>EA</u> Price: <input type="text" value="\$823.60"/> Total: <input type="text" value="\$823.60"/>
7 4	Tree Care Cost for Jose De Escandon Elementary per visit (1 visit) Quantity: <u>1</u> UOM: <u>EA</u> Price: <input type="text" value="\$597.18"/> Total: <input type="text" value="\$597.18"/>
7 5	tree Care Cost for Victor Fields Elementary per visit (1 visit) Quantity: <u>1</u> UOM: <u>EA</u> Price: <input type="text" value="\$617.71"/> Total: <input type="text" value="\$617.71"/>
7 6	Tree Care Cost for Reynaldo G. Garza Elementary per visit (1 visit) Quantity: <u>1</u> UOM: <u>EA</u> Price: <input type="text" value="\$679.52"/> Total: <input type="text" value="\$679.52"/>

77	Tree Care Cost for Leonelo H. Gonzalez Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$617.71"/>	Total: <input type="text" value="\$617.71"/>
78	Tree Care Cost for Lucile McKee Hendricks Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,070.72"/>	Total: <input type="text" value="\$1,070.72"/>
79	Tree Care Cost for Sam Houston Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$885.41"/>	Total: <input type="text" value="\$885.41"/>
80	Tree Care Cost for Andrew Jackson Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$617.71"/>	Total: <input type="text" value="\$617.71"/>
81	Tree Care Cost for Christa McAuliffe Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$638.36"/>	Total: <input type="text" value="\$638.36"/>
82	Tree Care Cost for Ben Milam Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$864.78"/>	Total: <input type="text" value="\$864.78"/>
83	Tree Care Cost for Dr. Pablo Perez Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$679.52"/>	Total: <input type="text" value="\$679.52"/>
84	Tree Care Cost for Sam Rayburn Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$926.57"/>	Total: <input type="text" value="\$926.57"/>
85	Tree Care Cost for Theodore Roosevelt Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$535.35"/>	Total: <input type="text" value="\$535.35"/>
86	Tree Care Cost for Blanca E. Sanchez Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,894.25"/>	Total: <input type="text" value="\$1,894.25"/>
87	Tree Care Cost for Juan Seguin Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$494.13"/>	Total: <input type="text" value="\$494.13"/>
88	Tree Care Cost for Thigpen-Zavala Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$658.91"/>	Total: <input type="text" value="\$658.91"/>
89	Tree Care Cost for Woodrow Wilson Elementary per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$411.79"/>	Total: <input type="text" value="\$411.79"/>
90	Tree Care Cost for Crockett Building per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$391.22"/>	Total: <input type="text" value="\$391.22"/>
91	Tree Care Cost for Jose Antonio Navarro Building per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$205.92"/>	Total: <input type="text" value="\$205.92"/>
92	Tree Care Cost for Instructional and Guidance Center per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$205.92"/>	Total: <input type="text" value="\$205.92"/>

93	Tree Care Cost for Agricultural Learning Center per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$658.91"/>	Total: <input type="text" value="\$658.91"/>
94	Tree Care Cost for Dorothea Brown Middle School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$905.94"/>	Total: <input type="text" value="\$905.94"/>
95	Tree Care Cost for Dr. Rodney D. Cathey Middle School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$823.60"/>	Total: <input type="text" value="\$823.60"/>
96	Tree Care Cost for Alonzo De Leon Middle School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,153.03"/>	Total: <input type="text" value="\$1,153.03"/>
97	Tree Care Cost for Michael E. Fossum Middle School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,523.69"/>	Total: <input type="text" value="\$1,523.69"/>
98	Tree Care Cost for Homer J. Morris Middle School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$700.06"/>	Total: <input type="text" value="\$700.06"/>
99	Tree Care Cost for William B. Travis Middle School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$535.35"/>	Total: <input type="text" value="\$535.35"/>
100	Tree Care Cost for McAllen High School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,141.37"/>	Total: <input type="text" value="\$2,141.37"/>
101	Tree Care Cost for McAllen Memorial High School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,729.60"/>	Total: <input type="text" value="\$1,729.60"/>
102	Tree Care Cost for James Nikki Rowe I High School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,882.59"/>	Total: <input type="text" value="\$2,882.59"/>
103	Tree Care Cost for Achieve Early College High School per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,482.46"/>	Total: <input type="text" value="\$1,482.46"/>
104	Tree Care Cost for Lamar Academy per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$576.50"/>	Total: <input type="text" value="\$576.50"/>
105	Tree Care Cost for McAllen ISD/UTRGV Collegiate Academy per visit (1 visit)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,317.72"/>	Total: <input type="text" value="\$1,317.72"/>
106	Services for chemically treat weeds in concrete asphalt.			
107	Chemically Treat weeds Cost for Francisca Alvarez Elementary per visit (12 visits)	Quantity: <u> 12 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$18.87"/>	Total: <input type="text" value="\$226.44"/>

108	Chemically Treat weeds Cost for Dr. Carlos Castañeda Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$34.32"/>	Total: <input type="text" value="\$411.84"/>
109	Chemically Treat weeds Cost for Jose De Escandon Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$24.88"/>	Total: <input type="text" value="\$298.56"/>
110	Chemically Treat weeds Cost for Victor Fields Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$25.74"/>	Total: <input type="text" value="\$308.88"/>
111	Chemically Treat weeds Cost for Reynaldo G. Garza Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$28.31"/>	Total: <input type="text" value="\$339.72"/>
112	Chemically Treat weeds Cost for Leonelo H. Gonzalez Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$25.74"/>	Total: <input type="text" value="\$308.88"/>
113	Chemically Treat weeds Cost for Lucile McKee Hendricks Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$44.61"/>	Total: <input type="text" value="\$535.32"/>
114	Chemically Treat weeds Cost for Sam Houston Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$36.89"/>	Total: <input type="text" value="\$442.68"/>
115	Chemically Treat weeds Cost for Andrew Jackson Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$25.74"/>	Total: <input type="text" value="\$308.88"/>
116	Chemically Treat weeds Cost for Christa McAuliffe Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$26.60"/>	Total: <input type="text" value="\$319.20"/>
117	Chemically Treat weeds Cost for Ben Milam Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$36.03"/>	Total: <input type="text" value="\$432.36"/>
118	Chemically Treat weeds Cost for Dr. Pablo Perez Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$28.31"/>	Total: <input type="text" value="\$339.72"/>
119	Chemically Treat weeds Cost for Sam Rayburn Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$38.61"/>	Total: <input type="text" value="\$463.32"/>
120	Chemically Treat weeds Cost for Theodore Roosevelt Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$22.31"/>	Total: <input type="text" value="\$267.72"/>
121	Chemically Treat weeds Cost for Blanca E. Sanchez Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$78.93"/>	Total: <input type="text" value="\$947.16"/>
122	Chemically Treat weeds Cost for Juan Seguin Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$20.59"/>	Total: <input type="text" value="\$247.08"/>

1 2 3	Chemically Treat weeds Cost for Thigpen-Zavala Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$27.45"/>	Total: <input type="text" value="\$329.40"/>
1 2 4	Chemically Treat weeds Cost for Woodrow Wilson Elementary per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$17.16"/>	Total: <input type="text" value="\$205.92"/>
1 2 5	Chemically Treat weeds Cost for Crocket Building per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$16.30"/>	Total: <input type="text" value="\$195.60"/>
1 2 6	Chemically Treat weeds Cost for Jose Antonio Navarro Building per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$8.58"/>	Total: <input type="text" value="\$102.96"/>
1 2 7	Chemically Treat weeds Cost for Instructional and Guidance Center per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$8.58"/>	Total: <input type="text" value="\$102.96"/>
1 2 8	Chemically Treat weeds Cost for Agricultural Learning Center per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$27.45"/>	Total: <input type="text" value="\$329.40"/>
1 2 9	Chemically Treat weeds Cost for Dorothea Brown Middle School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$37.75"/>	Total: <input type="text" value="\$453.00"/>
1 3 0	Chemically Treat weeds Cost for Dr. Rodney D. Cathey Middle School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$34.32"/>	Total: <input type="text" value="\$411.84"/>
1 3 1	Chemically Treat weeds Alonzo De Leon Middle School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$48.04"/>	Total: <input type="text" value="\$576.48"/>
1 3 2	Chemically Treat weeds Cost for Homer J. Morris Middle School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$29.17"/>	Total: <input type="text" value="\$350.04"/>
1 3 3	Chemically Treat weeds Cost for William B. Travis Middle School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$22.31"/>	Total: <input type="text" value="\$267.72"/>
1 3 4	Chemically Treat weeds Cost for McAllen High School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$89.22"/>	Total: <input type="text" value="\$1,070.64"/>
1 3 5	Chemically Treat weeds Cost for McAllen Memorial High School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$72.07"/>	Total: <input type="text" value="\$864.84"/>
1 3 6	Chemically Treat weeds Cost for James Nikki Rowe High School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$120.11"/>	Total: <input type="text" value="\$1,441.32"/>
1 3 7	Chemically Treat weeds Cost for Achieve Early College High School per visit (12 visits)	Quantity: <u>12</u> UOM: <u>EA</u>	Price: <input type="text" value="\$61.77"/>	Total: <input type="text" value="\$741.24"/>

1 3 8	Chemically Treat weeds Cost for Lamar Academy per visit (12 visits) Quantity: <u>12</u> UOM: <u>EA</u> Price: <input type="text" value="\$24.02"/> Total: <input type="text" value="\$288.24"/>
1 3 9	Chemically Treat weeds Cost for McAllen ISD/UTRGV Collegiate Academy per visit (12 visits) Quantity: <u>12</u> UOM: <u>EA</u> Price: <input type="text" value="\$54.91"/> Total: <input type="text" value="\$658.92"/>
1 4 0	Miscellaneous Services
1 4 1	Cost to spot Treat Ants Quantity: <u>1</u> UOM: <u>EA</u> Price: <input type="text" value="\$95.00"/> Total: <input type="text" value="\$95.00"/> Item Notes: This services will be as needed
1 4 2	NORMAL HOURLY RATE - Hourly rate for Services during normal business hours 6:00 AM - 5:00 PM Monday - Friday. Pricing specified by the proposer shall include all such direct and indirect overhead costs such as transportation, fuel, labor cost, etc. Normal response time shall be within one business day after service call has been placed by the District. Quantity: <u>1</u> UOM: <u>HOURLY RATE</u> Price: <input type="text" value="\$37.00"/> Total: <input type="text" value="\$37.00"/>

Response Total: \$306,370.25


Exhibit "C" – Certificate of Insurance

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: August 27, 2024

Attachment:

SUBMITTED BY: *Natalie Goza*

SUPERVISOR: 
Sofia Mercedes Pena (Sep 5, 2024 12:01 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 5, 2024 14:10 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: *Natalie Goza*

SUPERVISOR: _____

Approved for presentation to the Board of Education:



RENE GUTIERREZ (Sep 6, 2024 13:44 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Alberto Canales (Sep 3, 2024 15:12 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 09:37 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: September 10, 2024

Attachment:

SUBMITTED BY: 
Alberto Canales (Sep 3, 2024 14:40 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Sep 4, 2024 09:39 CDT)